

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UW26-08-28 – FILTER MEDIA REMOVAL & PLACEMENT WITH CARBON ACTIVATE CORPORATION, C&C ENVIRONMENTAL SERVICES, INC., AND ALL SERVICE CONTRACTING CORPORATION IN A TOTAL MAXIMUM AMOUNT NOT TO EXCEED \$143,106.56 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by the previous action, the Specifications Committee approved the specifications for Contract UW26-08-28 – Filter Media Removal & Placement, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UW26-08-28 was placed, and

WHEREAS, Contract UW26-08-28 is a multi-item contract and is being awarded per item, and

WHEREAS, Carbon Activate Corporation submitted the lowest bid for Item 1 (Filter Gravel \$22,000.00) and Item 3 (Anthracite Filter Media \$31,374.00) for a grand total of \$53,374.00, and

WHEREAS, C&C Environmental Services, Inc. submitted the lowest bid for Item 4 (Filter Media Removal \$39,500.00) and item 5 (Filter Media Placement \$35,000.00) for a grand total of \$74,500.00, and

WHEREAS, All Service Contracting Corporation submitted the lowest bid for Item 2 (Sand Filter Media \$15,232.56), and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UW26-08-28.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid for Contract UW26-08-28 – Filter Media Removal & Placement from Carbon Activate Corporation for items 1 and 3 for a total of \$53,374.00; C&C Environmental Services, Inc. for items 4 and 5 in an amount not to exceed \$74,500.00, and All Service Contracting Corporation for Item 2 in an amount not to exceed \$15,232.56 for a grand total not to exceed One Hundred Forty-Three Thousand One Hundred Six Dollars and Fifty-Six Cents (\$143,106.56) for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Contract on behalf of the Office of Public Utilities.

Section 3. The payment to Carbon Activated Corporation, C&C Environmental Services, Inc., and All Service Contracting Corporation for the total maximum amount of One Hundred Forty-Three Thousand One Hundred Six Dollars and Fifty-Six Cents (\$143,106.56) from Account Nos. 101-100-BB-6161-1416 (\$68,606.56) and 101-100-BB-6161-1205 (\$74,500.00) is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency.

 10-29-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAMES: Carbon Activate Corporation, C&C Environmental Services, Inc., & All Service Contracting Corporation

CONTRACT AMOUNT: \$143,106.56

TYPE OF AWARD: Low Bid / UW26-08-28

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 007-01-23, UW23-011-81 Filter Sand and Anthracite Media/Media Removal – for Filters 5 & 6, \$83,295.40

Carbonfilt, LLC	\$ 56,310.40	1, 2, & 3
Carbon Activated Corporation	\$ 26,985.00	4
Not awarded	-	5

INFORMATION:

This Ordinance accepts Contract UW26-08-28– Filter Media Removal & Placement, in an amount not to exceed \$143,106.56 with Carbon Activate Corporation, C&C Environmental Services, Inc., & All Service Contracting Corporation.

Contract UW26-08-28 was awarded on the basis of the lowest cost per the five (5) bid sections. There were three (3) bidders on the contract. Carbon Activate Corporation was the lowest bidder for Item 1 (Filter Gravel \$22,000.00) and Item 3 (Anthracite Filter Media \$31,374.00) for a grand total of \$53,374.00. C&C Environmental Services, Inc. was the lowest bidder Item 4 (Filter Media Removal \$39,500.00) and item 5 (Filter Media Placement \$35,000.00) for a grand total of \$74,500.00. All Service Contracting Corporation was the lowest bidder for Item 2 (Sand Filter Media) for a grand total of \$15,232.56.

The gravel, sand, and anthracite filters material will be used to rebuild water plant filters 7 and 8. Periodic filter rebuilds are necessary to ensure the integrity of the water purification process. Filters 7 and 8 were last rebuilt in 2007 and 2008.

All three (3) bidders are non-local vendors.

CONTRACT NAME: Filter Media Removal & Placement
CONTRACT NO: UW26-08-28
DEPARTMENT: Water Filtration
DATE: September 17, 2025



Item Description	Vendor -->		Carbon Activated Corporation Campton, CA		All Service Contracting Corp Decatur, IL		C&C Environmental Service, Inc. Portsmouth, OH	
	Qty	Units	Unit Price	Accepted Price	Unit Price	Accepted Price	Unit Price	Accepted Price
Item 1 - Bids For Filter Gravel, Filters 7 and 8	80 1,600	Ton cu ft	\$275.00	\$22,000.00	*Did not meet Specifications		\$287.50	\$23,000.00

Item Description	Vendor -->		Carbon Activated Corporation Campton, CA		All Service Contracting Corp Decatur, IL		C&C Environmental Service, Inc. Portsmouth, OH	
	Qty	Units	Unit Price	Accepted Price	Unit Price	Accepted Price	Unit Price	Accepted Price
Item 2 - Bids For Sand Filter Media, Filters 7 and 8	84 1,680	Ton cu ft	\$250.00	\$21,000.00	\$181.34	\$15,232.56	\$205.00	\$17,220.00

Item Description	Vendor -->		Carbon Activated Corporation Campton, CA		All Service Contracting Corp Decatur, IL		C&C Environmental Service, Inc. Portsmouth, OH	
	Qty	Units	Unit Price	Accepted Price	Unit Price	Accepted Price	Unit Price	Accepted Price
Item 3 - Bids For Anthracite Filter Media, Filters 7 and 8	42 1,680	Ton cu ft	\$747.00	\$31,374.00	\$750.05	\$31,502.10	\$824.00	\$34,608.00

Item Description	Vendor -->		Carbon Activated Corporation Campton, CA		All Service Contracting Corp Decatur, IL		C&C Environmental Service, Inc. Portsmouth, OH	
	Qty	Units	Unit Price	Accepted Price	Unit Price	Accepted Price	Unit Price	Accepted Price
Item 4 - Bids For Filter Media Removal, Filters 7 and 8	1	LS	\$71,067.00	\$71,067.00	\$92,147.00	\$92,147.00	\$39,500.00	\$39,500.00

Item Description	Vendor -->		Carbon Activated Corporation Campton, CA		All Service Contracting Corp Decatur, IL		C&C Environmental Service, Inc. Portsmouth, OH	
	Qty	Units	Unit Price	Accepted Price	Unit Price	Accepted Price	Unit Price	Accepted Price
Item 5 - Bids For Filter Media Installation, Filters 7 and 8	1	LS	\$44,260.00	\$44,260.00	\$82,720.00	\$82,720.00	\$35,000.00	\$35,000.00

Recommend Award of Bid for Items 1 & 3 to Carbon Activated Corporation - low bid per sec:
 Recommend Award of Bid for Item 2 to All Service Contracting Corp - low bid per section.
 Recommend Award of Bid for Items 4 & 5 to C&C Environmental Service - low bid per section

*All Service bid alternative size than what was listed in Specs. Alternative is not acceptable for our use.

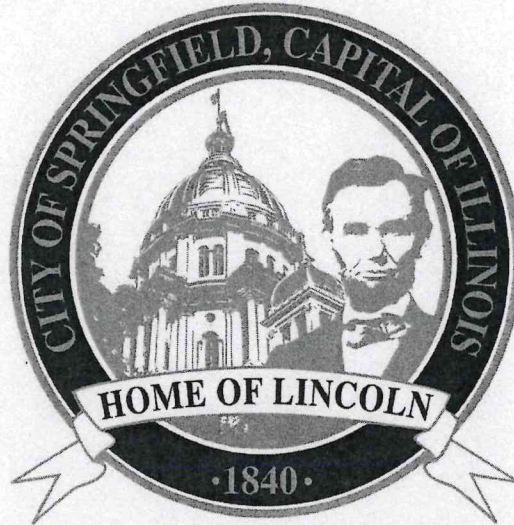
2025-460

Agenda No. _____

Ordinance No. _____

CITY OF

Springfield ILLINOIS



CONTRACT BOOK

SECTION I -- INTRODUCTION	SECTION V: -- PRICING
SECTION II -- INSTRUCTIONS TO BIDDERS	SECTION VI: -- CERTIFICATIONS
SECTION III -- SCOPE OF CONTRACT	SECTION VII: -- ADDENDA
SECTION IV -- TERMS & CONDITIONS	SECTION VIII: -- CONTRACT

MISTY BUSCHER, MAYOR

CONTRACT INDEX NO: UW26-08-28

CONTRACT NAME: Filter Media Removal &
Placement

NAME OF BIDDER: Carbon Activated Corporation

ADDRESS OF BIDDER: 2250 S. Central Avenue, Compton, CA 90220

2025-460

SECTION V

5. PROPOSAL PRICING

PRICE PAGE FOR
FILTER GRAVEL, FILTER SAND, AND ANTHRACITE MEDIA/
FILTER MEDIA REMOVAL AND PLACEMENT FOR FILTER REBUILD
FILTERS 7 AND 8

A. GENERAL

Bidders shall submit pricing information by filling in the blanks provided. In the event there is a discrepancy between the unit cost and total cost figures, the unit cost shall prevail. All media material, media removal, and media replacement work shall meet the requirements of these Specifications. Bidders shall be able to deliver the gravel, sand, and anthracite in accordance with City Water, Light, and Power's schedule. Bidders shall list any exceptions to the specification requirements in the space provided.

B. FILTER GRAVEL

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Four grades of filter gravel	80 tons	\$ <u>275</u>	\$ <u>22,000</u>

Exceptions: _____

C. FILTER SAND

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Filter Sand	84 tons	\$ <u>250</u>	\$ <u>21,000</u>

Exceptions: _____

2025-460

D. ANTHRACITE MEDIA

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Anthracite Media	42 tons	\$ <u>747</u>	\$ <u>31,374</u>

Exceptions: _____

E. MEDIA REMOVAL - This portion of the contract shall require compliance with the Illinois Prevailing Wage Act as the filter media removal is considered a "public work."

<u>Item</u>	<u>Quantity</u>	<u>Total</u>
Filters 7 & 8	1 Lump Sum	\$ <u>71,067</u>

Exceptions: This includes disposal charge of \$25,000
Removal only \$41,067
Includes Ceramic Balls \$5,000

F. INSTALL FILTER MEDIA (GRAVEL, SAND AND ANTHRACITE) - This portion of the contract shall require compliance with the Illinois Prevailing Wage Act as the filter media removal is considered a "public work."

<u>Item</u>	<u>Quantity</u>	<u>Total</u>
Filters 7 & 8	1 Lump Sum	\$ <u>44,260</u>

Exceptions: _____



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: CARBON ACTIVATED CORPORATION
Entity No.: 1782690
Registration Date: 04/25/1996
Entity Type: Stock Corporation - CA - General
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of September 08, 2025.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 365803529

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

2025-460

Agenda No. _____

Ordinance No. _____

CITY OF

Springfield ILLINOIS



CONTRACT BOOK

- | | |
|---------------------------------------|-------------------------------|
| SECTION I -- INTRODUCTION | SECTION V: -- PRICING |
| SECTION II -- INSTRUCTIONS TO BIDDERS | SECTION VI: -- CERTIFICATIONS |
| SECTION III -- SCOPE OF CONTRACT | SECTION VII: -- ADDENDA |
| SECTION IV -- TERMS & CONDITIONS | SECTION VIII: -- CONTRACT |

MISTY BUSCHER, MAYOR

CONTRACT INDEX NO: UW26-08-28

CONTRACT NAME: Filter Media Removal &
Placement

NAME OF BIDDER: All Service Contracting Corp Attn: Becky Burcham

ADDRESS OF BIDDER: 2024 E. Damon Ave, Decatur, IL 62526

SECTION V

5. PROPOSAL PRICING

PRICE PAGE FOR
FILTER GRAVEL, FILTER SAND, AND ANTHRACITE MEDIA/
FILTER MEDIA REMOVAL AND PLACEMENT FOR FILTER REBUILD
FILTERS 7 AND 8

A. GENERAL

Bidders shall submit pricing information by filling in the blanks provided. In the event there is a discrepancy between the unit cost and total cost figures, the unit cost shall prevail. All media material, media removal, and media replacement work shall meet the requirements of these Specifications. Bidders shall be able to deliver the gravel, sand, and anthracite in accordance with City Water, Light, and Power's schedule. Bidders shall list any exceptions to the specification requirements in the space provided.

B. FILTER GRAVEL

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Four grades of filter gravel	80 tons	\$193. ⁵⁹	\$15,487. ²⁰

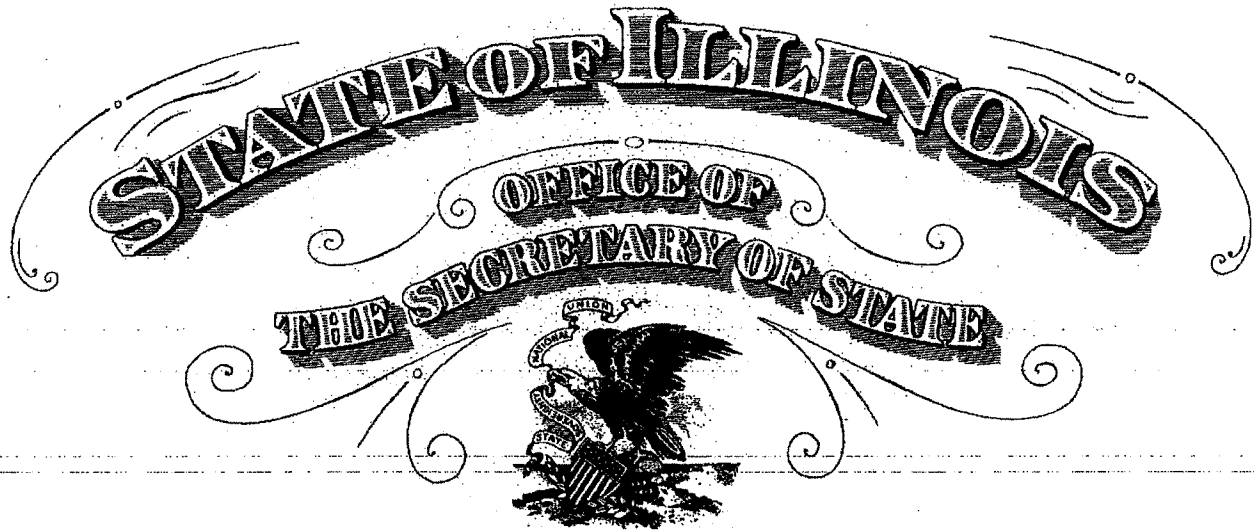
Exceptions: 1 1/2 x 5/8 is packaged in 1 CF Bags. on pallets
5/8 x 3/8 3/8 x 3/16 3/16 x 10 is packaged in 4,000lb Bags
on pallets. the spec. calls for 3/16 x 10 gravel. The closest size the
manufacture produces is 3/16 x 10 gravel.

C. FILTER SAND

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Filter Sand	84 tons	\$181. ³⁴	\$15,232. ⁵⁶

Exceptions: .45-.55mm ue. 1.5 is packaged in 4,000lb Bags
on pallets

2025-460



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ALL SERVICE CONTRACTING CORP., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 17, 1996, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 15TH day of JULY A.D. 2025 .



Authentication #: 2519602064 verifiable until 07/15/2026
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
SECRETARY OF STATE

Agenda No. _____

Ordinance No. _____

CITY OF
Springfield ILLINOIS



CONTRACT BOOK

- | | |
|---------------------------------------|-------------------------------|
| SECTION I -- INTRODUCTION | SECTION V: -- PRICING |
| SECTION II -- INSTRUCTIONS TO BIDDERS | SECTION VI: -- CERTIFICATIONS |
| SECTION III -- SCOPE OF CONTRACT | SECTION VII: -- ADDENDA |
| SECTION IV -- TERMS & CONDITIONS | SECTION VIII: -- CONTRACT |

MISTY BUSCHER, MAYOR

CONTRACT INDEX NO: UW26-08-28

CONTRACT NAME: Filter Media Removal &
Placement

NAME OF BIDDER: C&C Environmental Services, Inc Attn: Paul Cashion

ADDRESS OF BIDDER: 1219 Bierly Road, Portsmouth, OH 45662

2025-460

D. ANTHRACITE MEDIA

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Anthracite Media	42 tons	\$ <u>824.00</u>	\$ <u>34,608.00</u>

Exceptions: Material delivered in (225016) Supercracks
with Freight to WTP

E. MEDIA REMOVAL - This portion of the contract shall require compliance with the Illinois Prevailing Wage Act as the filter media removal is considered a "public work."

<u>Item</u>	<u>Quantity</u>	<u>Total</u>
Filters 7 & 8	1 Lump Sum	\$ <u>39,500.00</u>

Exceptions: If dump onsite for disposal
deduct \$ 21,000.00 from above Total.

F. INSTALL FILTER MEDIA (GRAVEL, SAND AND ANTHRACITE) - This portion of the contract shall require compliance with the Illinois Prevailing Wage Act as the filter media removal is considered a "public work."

<u>Item</u>	<u>Quantity</u>	<u>Total</u>
Filters 7 & 8	1 Lump Sum	\$ <u>35,000.00</u>

Exceptions: No Exceptions

ORDINANCE FACT SHEET

DATE OF 1st READING: 11-4-25

Office of Public Utilities

OFFICE REQUESTING:

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No [x] Yes [] If yes, explain justification - See attached document

FISCAL IMPACT: 143,106.56

SUGGESTED TITLE: Accepting & authorize bid / bid # & title / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Various VENDOR NO: Various

CONTRACT TERM: 3 months Change in Scope Yes [] No [x]

CONTRACT AMOUNT: see above (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

- [x] Low Bid [] Other: [] Low Bid Meeting Specs [] Exception: [] Low Evaluated Bid Code Provision:

Previous Ord #'s Related: 007-01-23

Is Purchasing Agent approval required? No [] Yes [x] Is Purchasing Agent approval attached? No [] Yes [x]

Accounting information (if more than four accounts, please attach list)

REVENUE table with columns: Fund, Agency, Org, Activity, Object, Amount

EXPENDITURE table with columns: Fund, Agency, Org, Activity, Object, Amount

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Bid tab

STAFF ANALYSIS

Accepting Contract #UW26-08-28 - Filter Media Removal & Placement for the rebuild of water plant's filters 7 and 8.

- 1 - Gravel Filter Media 2 - Sand Filter Media 3 - Anthracite Filter Media 4 - Filter Media Removal 5 - Filter Media Placement

Carbon Activated Corporation VC*7863 \$53,374.00 1 & 3 Low Bid C&C Environmental Services. VC*8250 \$74,500.00 4 & 5 Low Bid All Service Contracting Corp VC*5927 \$15,232.56 2 Low Bid

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.10.16 11:02:52 -05'00' Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.10.16 09:53:33 -05'00' Date: _____

CITY PURCHASING AGENT: Peters, James W. Digitally signed by Peters, James W. Date: 2025.10.16 11:13:59 -05'00' Date: _____

SIGN OFF: (Mayor's Signature) [Signature]

(Director of O&M) [Signature]

The information supplied on this form is not confidential information.

2025-460

AN ORDINANCE AUTHORIZING ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED \$150,000.00 UNDER CONTRACT NO. UE22-01-78 WITH ROLAND MACHINERY COMPANY FOR HEAVY EQUIPMENT MAINTENANCE AND REPAIRS AT DALLMAN FOR A TOTAL AMOUNT NOT TO EXCEED \$1,650,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 095-03-22 awarded Contract No. UE22-01-78 to Roland Machinery Company ("Roland") for one year, in the total amount of \$300,000.00, for maintenance and repair of heavy equipment at Dallman Power Plant Complex, and

WHEREAS, Ordinance No. 057-02-23 authorized a one-year extension of said contract for an additional \$400,000.000, and

WHEREAS, Ordinance No. 051-02-24 authorized a second one-year extension of said contract for an additional \$400,000.000, and

WHEREAS, Ordinance No. 098-03-25 authorized a third one-year extension of said contract for an additional \$400,000.000, and

WHEREAS, this Ordinance authorizes a funding increase in the amount of \$150,000.00 for the unforeseen extensive repairs to a leased bulldozer.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed One Hundred Fifty Thousand Five Hundred Dollars and No Cents (\$150,000.00) for repairs of heavy equipment used at Dallman with Roland, under Contract No. UE22-01-78.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase with Roland.

Section 3. The payment to Roland, for the total maximum amount of One Million Six Hundred Fifty Thousand and No Cents (\$1,650,000.00) under Contract No. UE22-01-78 from Account No. 102-100-CABF-7716-1205 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Roland Machinery Company
CONTRACT AMOUNT: \$150,000.00 additional / 1,650,000.00 total
TYPE OF AWARD: Low Bid / UE22-01-78

PRIOR ORDINANCE INFORMATION:

Ord. 95-03-22 awarded the low bid for contract UE#22-01-78, 1 yr., \$300k; Ord. 057-02-23, 1 additional year, \$400k; Ord. 051-02-24, 1 additional year, \$400k; Ord. 098-03-25, 1 additional year, \$400k

INFORMATION:

Ordinance 095-03-22 accepted the lowest evaluated bid for Contract UE22-01-78 in the total amount of \$300,000.00 with Roland Machinery Company ("Roland") for the maintenance and repair of heavy equipment at the Dallman Power Plant. Utility personnel evaluated whether it was in the City's best interest to re-bid or extend this contract. It was determined that extending the contract would be in the City's best interest. Ordinance 057-02-23 authorized a one-year extension with an additional \$400,000.00 in funding and Ordinances 051-02-24 and 098-03-25 did the same.

Historically, the Dallman Generating Station has maintained its coal inventory through the use of two bull dozers with coal blades. One was purchased prior to 2004 and was determined not worth repairing within the last year and taken out of service. The other, a Komatsu D155AX-8, was leased in 2020 and purchased outright in 2023. This summer it required extensive repairs to keep it reliable. It was determined that the repairs, although costly, were a better cost option than retiring it and putting out an RFP to lease another replacement machine. This additional funding is to replenish the funds to the Maintenance Contract (UE22-01-78) that were used with the unforeseen extensive repairs to the Komatsu D155AX-8.

COPY

2025-469

098-03-25

GFO-0377

AN ORDINANCE APPROVING A THIRD ONE-YEAR CONTRACT EXTENSION AND AUTHORIZING ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED \$400,000.00 FOR CONTRACT NO. UE22-01-78 - MAINTENANCE AND REPAIR OF HEAVY EQUIPMENT AT DALLMAN POWER PLANT COMPLEX WITH ROLAND MACHINERY COMPANY FOR A TOTAL AMOUNT PAYABLE OF \$1,500,000.00. FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 095-03-22, awarded Contract No. UE22-01-78 to Roland Machinery Company ("Roland") for one year, in the total amount of \$300,000.00, for maintenance and repair of heavy equipment at Dallman Power Plant Complex, and

WHEREAS, Ordinance No. 057-02-23 authorized a one-year extension of said contract for an additional \$400,000.00, and

WHEREAS, Ordinance No. 051-02-24 authorized a second one-year extension of said contract for an additional \$400,000.00, and

WHEREAS, this Ordinance extends said contract for a third additional year and authorizes an additional \$400,000.00 payable under the contract for a grand total of \$1,500,000.00, and

WHEREAS, Utility personnel have evaluated the situation to re-bid or extend this contract. It was determined that extending the contract would be in the City's best interest.

WHEREAS, this is the third extension of said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Four Hundred Dollars and No Cents (\$400,000.00) for the maintenance and repair of heavy equipment at Dallman Power Plant Complex with Roland, under Contract No. UE22-01-78, and authorizes a third one-year contract extension. All terms of the contract remain the same.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said contract extension and funding increase with Roland on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Roland, for the total maximum amount of One Million Five Hundred Thousand and No Cents (\$1,500,000.00) under Contract No. UE22-01-78 from Account No. 102-100-CABF-7716-1205 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City of Springfield Office of the City Clerk.

PASSED: March 4, 2025 SIGNED: March 5, 2025
RECORDED: March 7, 2025 MAYOR
ATTEST: E. Ruppel

Approved as to legal sufficiency:

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-469

098-03-25

ORDINANCE FACT SHEET

DATE OF 1st READING: 2/19/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carisile

PHONE NUMBER: 4-2826

EMERGENCY PASSAGE: No Yes If yes, explain justification - See attached document

FISCAL IMPACT: \$400,000.00

SUGGESTED TITLE: Accepting & authorize extension bid / bid # & title / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Roland Machinery Company

VENDOR NO.: R0005740

CONTRACT TERM: 1 Yr Change in Scope Yes No

CONTRACT AMOUNT: 300k original ordinance \$400,000.00

(Original amount if change order) Additional Amount

Method of Purchase (check one)

Low Bid Other: Extension of a low bid
 Low Bid Meeting Specs Exception:
 Low Evaluated Bid Code Provision:

Previous Ord #s: 95-03-22, 57-02-23, & 51-02-24

Is Purchasing Agent approval required? No Yes
Is Purchasing Agent approval attached? No Yes

Accounting information (if more than four accounts, please attach list)

Table with columns: Fund, Agency, Orig, Activity, Object, Amount. Rows 1-4.

Table with columns: Fund, Agency, Orig, Activity, Object, Amount. Rows 1-4.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.) Extension letter, extension flow chart

STAFF ANALYSIS

Contract UE22-01-78 - Heavy Equipment Maintenance and Repairs at Dallman. This ordinance is the 3rd extension of this contract - 1 yr. Per field personnel research, it is still more cost effective to extend than to re-bid this contract

FUNDS CHECK BY: Carabrough, Rachel H.

DIRECTOR / SUPERVISOR: Doug Brown

CITY PURCHASING AGENT: Michael Leabo

SIGN OFF: [Signature]

Date: 01/29/2025

Date: 01/29/2025

Date: 01/29/2025

Date: 01/29/2025

Date: 01/29/2025

Date: 01/29/2025

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098-03-25

2025-461

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Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Roland Machinery Company
CONTRACT AMOUNT: \$400,000.00 additional / 1,500,000.00 total
TYPE OF AWARD: Low Bid / UE22-01-78

PRIOR ORDINANCE INFORMATION:

Ord. 95-03-22 awarded the low bid for contract UE#22-01-78, 1 yr., \$300k; Ord. 057-02-23, 1 additional year, \$400k; and Ord. 051-02-24, 1 additional year, and \$400k.

INFORMATION:

This is a standard contract extension and funding increase ordinance for heavy equipment maintenance and repairs at the Dallman Power Plant Complex.

Ordinance 095-03-22 accepted the lowest evaluated bid for Contract UE22-01-78 in the total amount of \$300,000.00 with Roland Machinery Company ("Roland") for the maintenance and repair of heavy equipment at the Dallman Power Plant. Utility personnel evaluated whether it was in the City's best interest to re-bid or extend this contract. It was determined that extending the contract would be in the City's best interest. Ordinance 057-02-23 authorized a one-year extension with an additional \$400,000.00 in funding and Ordinance 051-02-24 did the same.

Again, Utility personnel have re-evaluated the situation and determined it would be in the best interest of the City to extend Roland's contract for a third additional one-year timeframe for an additional \$400,000.00. The maximum total amount payable under the said contract is \$1,500,000.00. All other terms of the agreement remain the same.

The Dallman Power Plant Complex uses this equipment in its coal-handling operations. The equipment also is used to clean and maintain the ash ponds, scrubber landfill, and filter plant lime ponds. Regular maintenance is essential for the equipment to operate efficiently. The contract specified standard and hourly overtime rates and service costs for specified equipment.



www.rolandmachinery.com

Corporate
816 N. Dixon Parkway
Springfield, IL 62702
217-782-7711
Fax (217) 744-7314

Chicago Division
220 E. Frontage Rd.
Bolingbrook, IL 60440
630-739-7474
Fax (630) 739-9443

Wisconsin Division
3275 French Rd.
DePue, WI 54115
920-532-0166
Fax (920) 532-9556

St. Louis Division
4670 Crossroads Ind. Dr.
Belgrin, MO 63044
314-291-1330
Fax (314) 291-8050

William E. Antonacci, P.E.
Projects & Construction
City Water Light and Power
3100 Stevenson Drive
Springfield, IL 62703

Re: Contract UE22-01-78

Mr. Antonacci,

Roland Machinery Co. would like to extend Contract UE22-01-78 for an additional year as outlined on page 19 of the contract booklet.

Per page 27 of the executed contract booklet, RMC will be increasing the labor rate by 10% on April 1, 2025.

The new rates will be as follows:

\$146.30 per hour for the Technician Regular Rate

\$225.50 per hour for the Technician Overtime Rate

Field Travel rate will remain at \$0.

We certainly appreciate the opportunity to partner with CWLP.

Regards,

Dan Smith
VP Product Support
Roland Machinery Company

Cape Girardeau, MO 673-334-3532
Fax (573) 334-1887
Escanaba, MI 909-789-6923
Fax (800) 786-5813
Cartersville, IL 618-965-3399
Fax (618) 385-2982
Franklinville, WI 262-832-2710
Fax (262) 835-2844
Columbia, MO 573-814-0083
Fax (573) 814-0087
Marion, IL 815-822-4966
Fax (615) 922-4973
DeForest, WI 608-842-4151
Fax (608) 842-4193
Plainville, MO 573-789-2056
Fax (673) 789-2059
East Point, IL 309-694-3764
Fax (309) 694-3994
Schroeder, WI 715-355-9688
Fax (715) 241-0044
Eau Claire, WI 715-874-5000
Fax (715) 874-5001
Portage, IN 219-764-8680
Fax (219) 764-8613

2025-069

098-03-25

2025-069

098-03-25

COPY

COPY

2024-017

051-02-24

GFO-0366

AN ORDINANCE APPROVING A SECOND ONE-YEAR CONTRACT EXTENSION AND AUTHORIZING ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED \$400,000.00 FOR CONTRACT NO. UE22-01-78 - MAINTENANCE AND REPAIR OF HEAVY EQUIPMENT AT DALLMAN POWER PLANT COMPLEX WITH ROLAND MACHINERY COMPANY FOR A TOTAL AMOUNT PAYABLE OF \$1,100,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 095-03-22 awarded Contract No. UE22-01-78 to Roland Machinery Company ("Roland") for one year, in the total amount of \$300,000.00, for maintenance and repair of heavy equipment at Dallman Power Plant Complex, and

WHEREAS, Ordinance No. 057-02-23 authorized a one-year extension of said contract for an additional \$400,000.00, and

WHEREAS, this Ordinance extends said contract for a second additional year and authorizes an additional \$400,000.00 payable under the contract for a grand total of \$1,100,000.00, and

WHEREAS, Utility personnel have evaluated the situation to re-bid or extend this contract. It was determined that extending the contract would be in the City's best interest.

WHEREAS: this is the second extension of said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Four Hundred Dollars and No Cents (\$400,000.00) for the maintenance and repair of heavy equipment at Dallman Power Plant Complex with Roland, under Contract No. UE22-01-78, and authorizes a second one-year contract extension. All terms of the contract remain the same.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said contract extension and funding increase with Roland on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Roland, for the total maximum amount of One Million One Hundred Thousand and No Cents (\$1,100,000.00) under Contract No. UE22-01-78 from Account No. 102-100-CABF-7716-1205 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City of Springfield Office of the City Clerk.

PASSED: February 20, 2024 SIGNED: Feb. 21, 2024

RECORDED: February 22, 2024 MAYOR

ATTEST: [Signature]

Approved as to legal sufficiency:

[Signature] 1/31/24

Office of the Corporation Counsel/Date Requested by the Office of Public Utilities/Mayor Buscher

2024-017

051-02-24

ORDINANCE FACT SHEET

AGENDA NUMBER: 02-06-24 DATE OF 1ST READING: 02-06-24 ORDINANCE REQUEST NUMBER: GFO-0366

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE EMERGENCY PASSAGE: YES/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$400,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: n/a

TYPE OF ORDINANCE: Contract Extension & Additional Funding

ACCOUNTING INFORMATION: Account No. 102-100-CABF-7716-1205

PRIOR ORDINANCE INFORMATION: Ordinance No. 095-03-22, UE22-01-78, \$300k, 1 yr.; 1 yr. extension Ord. No. 057-02-23, \$400k

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Roland Machinery Company CONTRACT AMOUNT: \$ 300,000.00 (Original Amount #Change-Order) CONTRACT TERM: 1-Year TYPE OF AWARD: Extension & Additional Funding CHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADD'L AMOUNT \$ 400,000.00

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This is a standard contract extension and funding increase ordinance for heavy equipment maintenance and repairs at the Dallman Power Plant Complex.

Ordinance 095-03-22 accepted the lowest evaluated bid for Contract UE22-01-78 in the total amount of \$300,000.00 with Roland Machinery Company ("Roland") for the maintenance and repair of heavy equipment at the Dallman Power Plant. Utility personnel evaluated whether it was in the City's best interest to re-bid or extend this contract. It was determined that extending the contract would be in the City's best interest. Ordinance 057-02-23 authorized a one-year extension with an additional \$400,000.00 in funding.

Again, Utility personnel have re-evaluated the situation and determined it would be in the best interest of the City to extend Roland's contract for a second additional one-year timeframe for an additional \$400,000.00. The maximum total amount payable under the said contract is \$1,100,000.00. All other terms of the agreement remain the same.

The Dallman Power Plant Complex uses this equipment in its coal-handling operations. The equipment also is used to clean and maintain the ash ponds, scrubber landfill, and filter plant lime ponds. Regular maintenance is essential for the equipment to operate efficiently. The contract specified standard and hourly overtime rates and service costs for specified equipment.

SIGN OFF: [Signature] Mayor's Office (When Applicable) CBM

Rev. 6-21-20 The information supplied on this form is not confidential information.

2024-017

051-02-24

COPY

2025-461

2025-461

2023-015

057-02-23

GFO-0356

AN ORDINANCE APPROVING A ONE-YEAR CONTRACT EXTENSION AND AUTHORIZING ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED \$400,000.00 FOR CONTRACT NO. UE22-01-78 - MAINTENANCE AND REPAIR OF HEAVY EQUIPMENT AT DALLIMAN POWER PLANT COMPLEX WITH ROLAND MACHINERY COMPANY FOR A TOTAL AMOUNT PAYABLE OF \$700,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 095-03-22 awarded Contract No. UE22-01-78 to Roland Machinery Company ("Roland") for one year, in the total amount of \$300,000.00, for maintenance and repair of heavy equipment at Dalliman Power Plant Complex, and

WHEREAS, this Ordinance extends said contract for an additional year and authorizes an additional \$400,000.00 payable under the contract, and

WHEREAS, Utility personnel have evaluated the situation to re-bid or extend this contract. It was determined that extending the contract would be in the City's best interest.

WHEREAS, this is the first extension of said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Four Hundred Dollars and No Cents (\$400,000.00) for the maintenance and repair of heavy equipment at Dalliman Power Plant Complex with Roland, under Contract No. UE22-01-78, and authorizes a one-year contract extension for an additional year. All terms remain the same.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said contract extension and funding increase with Roland on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Roland, for the total maximum amount of Seven Hundred Thousand and No Cents (\$700,000.00) under Contract No. UE22-01-78 from Account No. 102-100-CABF-7716-1205 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City of Springfield Office of the City Clerk.

PASSED: January 21, 2023 SIGNED: February 24, 2023
RECORDED: February 27, 2023
ATTEST: [Signature] MAYOR

Approved as to legal sufficiency:

Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Langfelder

2023-015

057-02-23

COPY

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 02-07-23
ORDINANCE REQUEST NUMBER: GFO-0356

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: YES/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$400,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: n/a

TYPE OF ORDINANCE: Contract Extension & Additional Funding

ACCOUNTING INFORMATION: Account No. 102-100-CABF-7716-1205

PRIOR ORDINANCE INFORMATION: Ordinance No. 095-03-22, UE22-01-78, \$300k, 1 yr.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Roland Machinery Company CONTRACT AMOUNT: \$300,000.00

CONTRACT TERM: 1-Year TYPE OF AWARD: Extension & Additional Funding

CHANGE IN SCOPE: Y X N CHANGE ORDER # N/A ADDTL AMOUNT \$400,000.00

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This is a standard contract extension and funding increase ordinance for heavy equipment maintenance and repairs at Dalliman Power Plant Complex.

Ordinance 095-03-22 accepted the lowest evaluated bid for Contract UE22-01-78 in the total amount of \$300,000.00 with Roland Machinery Company ("Roland") for the maintenance and repair of heavy equipment at the Dalliman Power Plant.

The Dalliman Power Plant Complex uses this equipment in its coal-handling operations. The equipment also is used to clean and maintain the ash ponds, scrubber landfill, and filter plant lime ponds. Regular maintenance is essential for the equipment to operate efficiently. The contract specified standard and hourly overtime rates and service costs for specified equipment.

This Ordinance will extend the contract for one additional year for an additional \$400,000.00, for the maximum total amount payable to \$700,000.00 under the said contract. All other terms of the agreement remain the same.

There were two bidders on this original contract; both were local vendors: Roland was the low-evaluated bidder. The existing contract allows for the wage rate increase, which is being implemented in this contract extension. Even with this increased wage rate with Roland, the Utility is still paying less than the other bidder's 2022 bid-based price. Roland is not increasing the cost of supplies and materials, whereas the other past bidder has included a markup percentage in their bids. It would be more advantageous for the City to extend the contract than to rebid it. Therefore, it is recommended to extend this contract with Roland for an additional year.

SIGN OFF: [Signature] Mayor's Office OBM (When Applicable)

2023-015

The information supplied on this form is not confidential information.

057-02-23

COPY

2025-461

2022-066

095-03-22
No.GFO-349

AN ORDINANCE ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF CONTRACT UE22-01-78 - HEAVY EQUIPMENT MAINTENANCE AND REPAIRS AT DALLMAN WITH ROLAND MACHINERY COMPANY IN AN AMOUNT NOT TO EXCEED \$300,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by the previous action, the Specifications Committee approved specifications for Contract UE22-01-78 - Heavy Equipment Maintenance and Repairs for the Dallman Power Plant Complex, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE22-01-78 was placed, and

WHEREAS, Roland Machinery Company ("Roland") submitted the lowest bid for the maintenance and repair of Dallman Power Plant heavy equipment such as excavators, wheel loaders, and crawlers used by the utility for coal handling operations to include cleaning and maintaining the ash ponds, scrubber landfill, and the filter plant lime ponds, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE22-01-78.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the low bid from Roland for Contract UE22-01-78 - Heavy Equipment Maintenance and Repairs at Dallman in an amount not to exceed Three Hundred Thousand Dollars and No Cents (\$300,000.00) for the City of Springfield Office of Public Utilities' Dallman Power Plant Complex.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Contract with Roland on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment by the City of Springfield Office of Budget and Management to Roland for the total maximum amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) from Account No. 102-100-CABF-7716-1205 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: March 15, 2022 SIGNED: March 18, 2022

RECORDED: March 18, 2022

ATTEST:  MAYOR

Approved as to legal sufficiency:


Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

2022-066

095-03-22

COPY

ORDINANCE FACT SHEET

AGENDA NUMBER: 03-01-22
DATE OF 1ST READING: GFO-349
ORDINANCE REQUEST NUMBER:

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: YES/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$ 300,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: The vendor will provide the labor necessary to maintain and repair the equipment.

TYPE OF ORDINANCE: Bid Contract UE22-01-78

ACCOUNTING INFORMATION: 102-100-CABF-7716-1205

CLAIM/CASE NUMBERS: (Not Applicable to the Office of Public Utilities)

PRIOR ORDINANCE INFORMATION: Most recent: Ord. 098-03-2020, UE20-01-77, Roland Machinery, \$400k; then Ord. 053-02-21 which was an 1 yr. extension of said contract, \$400k.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Roland Machinery Company CONTRACT AMOUNT: \$ 300,000.00
(Original Amount if Change Order)

CONTRACT TERM: One year TYPE OF AWARD: Bid Contract: Low Bid

CHANGE IN SCOPE: Y X N CHANGE ORDER # N/A ADDTL AMOUNT \$ 0.00

ANNEXATION INFORMATION: (Not applicable to the Office of Public Utilities.)

IS REQUEST AN ANNEXATION: YES/NO IF YES, ANNEXATION RATING: _____

ANNEXATION NOTES:

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This is a routine, annual ordinance for the maintenance and repair of heavy equipment.

This Ordinance accepts the low bid for Contract UE22-01-78 with Roland Machinery Company ("Roland") to maintain and repair heavy equipment at the power plant. This contract authorizes the Utility to spend up to \$300,000.00 over the one-year contract term for these services.

The Dallman Power Plant Complex uses this equipment in its coal handling operations. This equipment also is used to clean and maintain the ash ponds, scrubber landfill, and filter plant lime ponds. Regular maintenance is essential for the equipment to operate efficiently. This contract specifies standard and hourly overtime rates and service costs for specified equipment.

There were two bidders on this contract; both were local vendors.

The contract was last bid in 2020 (UE20-01-77, Ordinance No. 098-03-2020) and awarded Roland for \$400,000.00. In 2021, Roland and the Utility agreed to extend the contract one additional year for the same amount, \$400,000.00 (Ordinance No. 053-02-21)

SIGN OFF:  Mayor's Office OBM
(When Applicable)

Rev: 6-21-96 The information supplied on this form is not confidential information.

095-03-22

COPY

2025-461

COPY

**PRICE PAGE
MAINTENANCE & REPAIR OF HEAVY EQUIPMENT**

1. THE CONTRACTOR AGREES TO PROVIDE MAINTENANCE AND REPAIRS TO THE HEAVY EQUIPMENT UNDER THE TERMS AS STATED IN THESE SPECIFICATIONS FOR THE FOLLOWING UNIT PRICES.

\$ 119.00 PER HOUR (Technician Regular Rate)
 \$ 176.00 PER HOUR (Technician Overtime Rate)
 \$ 0.00 FIELD TRAVEL RATE

2. MATERIALS — CONTRACTOR'S COST PLUS MARK UP OF see below %
 ROLAND MACHINERY WILL SELF PERFORM THE CONTRACT IN ITS ENTIRETY WITHOUT THE USE OF SUBCONTRACTORS

3. Wage rates bid shall be firm for duration of the original contract period. If the contract is extended beyond the original contract period, labor prices listed above may be escalated by a maximum of 10 percent per year on contract anniversary date. These potential increases will include wage, overhead and profit.

ROLAND		ALTORFER	
Springfield, IL - City		Springfield, IL - City	
Totals		Totals	
2000 HOURS - PROJECTED STRAIGHT TIME	\$ 110.00	\$ 220,000.00	\$ 143.00
60 HOURS - PROJECTED OVERTIME	\$ 170.00	\$ 10,200.00	\$ 190.00
LOCAL PREFERENCE PENALTY (LABOR)	\$ -	\$ -	\$ -
40 HOURS - PROJECTED FIELD TRAVEL	\$ -	\$ -	\$ -
MATERIALS	\$ 169,800.00	\$ 169,800.00	\$ 169,800.00
MATERIALS MARKUP ON PROJ.	\$ 169,800.00	0%	\$ 50,940.00
TOTALS	\$ 400,000.00	\$ 400,000.00	\$ 518,140.00

Recommend award for bid to Roland Machinery, low bid.

UE22-01-78
 MAINTENANCE & REPAIR OF HEAVY EQUIPMENT
 POWER GENERATION
 February 15, 2022

January 18, 2022

27 of 31

UE22-01-78
 Maintenance & Repair of Heavy Equipment

095-03-22

095-03-22

COPY

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/4/23

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No [checked] Yes [] If yes, explain justification - See attached document

FISCAL IMPACT: 150,000.00

SUGGESTED TITLE: Authorize additional funding / item(s) / bid # & title / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Roland Machinery Company VENDOR NO: RO005740

CONTRACT TERM: - Change in Scope Yes [] No [checked]

CONTRACT AMOUNT: 1,500,000.00 (Original amount if change order) - Change Order # 150,000.00 Additional Amount

Method of Purchase (check one)

Previous Ord #'s most recent: 098-03-25

- [checked] Low Bid / initial bid [] Other: [] Low Bid Meeting Specs [] Exception: [] Low Evaluated Bid Code Provision: []

Is Purchasing Agent approval required? No [] Yes [] Is Purchasing Agent approval attached? No [] Yes []

Accounting information (if more than four accounts, please attach list)

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4 are empty.

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 102, 100, CABF, 7716, 1205, 150,000.00. Rows 2-4 are empty.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Previous related ordinances

STAFF ANALYSIS

Authorizing additional funding in an amount not to exceed \$150,000.00 for unforeseen extensive repairs to leased bulldozer under Contract No. UE22-01-78 with Roland Machinery Company for heavy equipment maintenance and repairs at Dallman for a total amount not to exceed \$1,650,000.00.

FUNDS CHECK BY: [Signature] 10-16-25

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.10.14 12:36:57 -05'00'

Date: _____

CITY PURCHASING AGENT: [Signature]

Date: 10-16-2025 [Signature]

SIGN OFF: [Signature] (Mayor's Signature)

[Signature] (Director of OBM)

2025-461

AN ORDINANCE ACCEPTING AND AUTHORIZING PRICING PROPOSAL WITH SHI INTERNATIONAL CORP. FOR SECURITY SUBSCRIPTION FOR A FIVE-YEAR PERIOD IN AN AMOUNT NOT TO EXCEED \$425,838.80, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes pricing proposal with SHI International Corp. ("SHI") in an amount not to exceed \$425,838.80 for security subscription for a five (5) year period, and

WHEREAS, SHI will supply a security subscription for desktops and servers systems, and

WHEREAS, the cost will be split 50/50 between the City and the Utilities, and

WHEREAS, in accordance with the provisions of Section 38.42 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts pricing proposal with SHI for security subscription in an amount not to exceed Four Hundred Twenty-Five Thousand Eight Hundred Thirty-Eight Dollars and Eighty Cents (\$425,838.80) over a five (5) year period for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute any necessary paperwork with SHI on behalf of the Office of Public Utilities.

Section 3. The payment to SHI for the total maximum amount of Four Hundred Twenty-Five Thousand Eight Hundred Thirty-Eight Dollars and Eighty Cents (\$425,838.80) from Account Nos. 101-200-JB-6246-1605, 102-200-JB-7846-1605, AND 001-107-GENC-VARI-1605 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 10-29-28

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: SHI International Corp.

CONTRACT AMOUNT: \$425,838.80

TYPE OF AWARD: Professional Service

PRIOR ORDINANCE INFORMATION:

-

INFORMATION:

This Ordinance authorizes and accepts a pricing proposal in an amount not to exceed \$425,838.80, with SHI International Corp. ("SHI"), for the purchase of a five-year security subscription.

This will be paid annually for a term of five (5) years, at a cost of \$85,167.76 per year and the cost will be split 50/50 between City and Utility. The subscription term is December 20, 2025 through December 19, 2030.

SHI is not a local vendor.


2025-462



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Michelle Carlisle

FROM: James W. Peters – Acting Purchasing Agent 

DATE: October 16, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet concerning SHI International Corporation for a professional service agreement to provide Security Subscription for the Office of Public Utilities.

Based on the information provided, I have determined that this vendor possesses a degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.

2025-462

Security Breakdown

Project Total \$425,838.80

CWLP ISD Cost	\$212,919.40
City OBM Cost	\$212,919.40
total Cost	\$425,838.80

Fund	AGCY	ORGAN ACTIVITY	OBJECT	cost	Total Breakdown
101	200 JB	6246	1605	\$31,937.91	
102	200 JB	7846	1605	\$180,981.49	
1	107 GENC VARI		1605	\$212,919.40	Total 5 Year Cost

Individual Year Cost	\$85,167.76
50%/50% split cost	\$42,583.88

Annual Cost Per Year 1 thru 5 (2025-2030)

Fund	AGCY	ORGAN ACTIVITY	OBJECT	cost	Total Breakdown
101	200 JB	6246	1605	\$6,387.58	
102	200 JB	7846	1605	\$36,196.30	
1	107 GENC VARI		1605	\$42,583.88	

\$85,167.76

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/4/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

EMERGENCY PASSAGE: No [checked] Yes [] If yes, explain justification - See attached document

PHONE NUMBER: x-2626

FISCAL IMPACT: 425,838.80 / over 5 yrs.

SUGGESTED TITLE: Accepting & authorize proposal / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: SHI International Corp. VENDOR NO: S001062

CONTRACT TERM: 5 yrs. Change In Scope Yes [] No [checked]

CONTRACT AMOUNT: see above (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

- Low Bid [] Other: []
Low Bid Meeting Specs [] Exception: PS [checked]
Low Evaluated Bid [] Code Provision: 38.42 []

Previous Ord #'s

Is Purchasing Agent approval required? No [] Yes [checked]
Is Purchasing Agent approval attached? No [] Yes []

Accounting information (if more than four accounts, please attach list)

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Pricing

STAFF ANALYSIS

Approves and authorizes proposal with SHI for Security Subscription for a five-year period.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.10.16 12:28:54 -0500

Date:

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.10.16 09:52:19 -0500

Date:

CITY PURCHASING AGENT: [Signature]

Date: 10-16-2025

SIGN OFF: [Signature] (Mayor's Signature)

[Signature] (Director of OBM)

The information supplied on this form is not confidential information.

2025-462

A RESOLUTION FOR THE MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, PERTAINING TO SPENDING MOTOR FUEL TAX FUNDS FOR THE CAPITOL AVENUE IMPROVEMENTS PROJECT (MFT SECTION NO. 05-00447-01-PV) FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City is required to notify the State of Illinois regarding the expenditure of Motor Fuel Tax Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That improvements consists of improvements for engineering and construction on Capitol Avenue from 7th Street to 11th Street under the Illinois Highway Code.

Section 2: That the improvements are designated as MFT Section 05-00447-01-PV.

Section 3: That the City anticipates using up to \$57,092.16 for costs associated with improvement of said section from its allotment of Motor Fuel Tax Funds.

Section 4: That said work shall be done by contract.

Section 5: That the City Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer.

Section 6: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.


PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:


Office of Corporation Counsel/Date

Requested by: Mayor Misty Buscher



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Resolution Type: Original, Resolution Number, Section Number: 05-00447-01-PV

BE IT RESOLVED, by the Council of the City of Springfield, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Capitol Avenue, 0.3, FAU 7982, 7th Street, 11th Street

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Reconstruction of Capitol Avenue from 7th Street to 11th Street, including artistic elements installation.

2. That there is hereby appropriated the sum of Fifty-seven thousand, ninety-two and 16/100

Dollars (\$57,092.16) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Charles Redpath Sr., City Clerk in and for said City

of Springfield in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Springfield at a meeting held on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation

2025-463

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-66
DATE OF 1ST READING: 11/4/25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No [X] Yes [] If yes, explain justification.

[Empty box for emergency justification]

TYPE OF ORDINANCE: FISCAL IMPACT:

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

A RESOLUTION FOR THE IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 05-00447-01-PV FOR THE CAPITOL AVENUE IMPROVEMENTS FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

[Empty lines for supporting documentation]

CONTRACTOR / VENDOR NAME: VENDOR NO:

CONTRACT TERM: CONTRACT # Change in Scope Yes [] No []

CONTRACT AMOUNT: (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

- Low Bid, Low Bid Meeting Specs, Low Evaluated Bid, Other, Exception, Code Provision, Is Purchasing Agent approval required/attached?

Accounting information (if more than four accounts, please attach list)

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

FUNDS CHECK BY: Date:
DIRECTOR / SUPERVISOR SIGNATURE: [Signature] Date: 10/24/25
CITY PURCHASING AGENT: Date:

COMMENTS

This resolution informs IDOT that the City used MFT funds (\$57,092.16) for engineering and construction on the Capitol Avenue Improvements from 7th Street to 11th Street (MFT Section 05-00447-01-PV).

SIGN OFF:

[Signature]

(Mayor's Signature)

(Director of OBM)

2025-463

A RESOLUTION FOR THE MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, PERTAINING TO SPENDING MOTOR FUEL TAX FUNDS FOR THE CAPITOL AVENUE IMPROVEMENTS PROJECT, FROM 11TH STREET TO MLK JR. DRIVE (MFT SECTION NO. 05-00447-01-PV) FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City is required to notify the State of Illinois regarding the expenditure of Motor Fuel Tax Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That improvements consists of improvements for engineering on the Capitol Avenue Improvements Project from 11th Street to MLK Jr. Drive under the Illinois Highway Code.

Section 2: That the improvements are designated as MFT Section 10-00447-04-PV.

Section 3: That the City anticipates using up to \$170,614.18 for costs associated with improvement of said section from its allotment of Motor Fuel Tax Funds.

Section 4: That said work shall be done by contract.

Section 5: That the City Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer.

Section 6: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 10-30-25

Office of Corporation Counsel/Date



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [] No

Table with Resolution Type (Original), Resolution Number, and Section Number (10-00447-04-PV)

BE IT RESOLVED, by the Council of the City of Springfield, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row: Capitol Avenue, 0.5, FAU 7982, 11th Street, MLK Jr. Drive

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Reconstruction of Capitol Avenue from 11th Street to 12th Street and a mill and overlay from 12th to MLK Jr. Drive. Artistic elements installation along entire section.

2. That there is hereby appropriated the sum of One hundred seventy thousand, six hundred fourteen and 18/100 Dollars (\$170,614.18) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Charles Redpath Sr., City Clerk in and for said City

of Springfield in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Springfield at a meeting held on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved Regional Engineer Signature & Date Department of Transportation

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-67
DATE OF 1ST READING: 11/4/25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No [X] Yes [] If yes, explain justification.

[Empty box for emergency passage justification]

TYPE OF ORDINANCE: FISCAL IMPACT:

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

A RESOLUTION FOR THE IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 10-00447-04-PV FOR THE CAPITOL AVENUE IMPROVEMENTS FROM 11TH STREET TO MLK JR. DRIVE FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

[Empty lines for supporting documentation]

CONTRACTOR / VENDOR NAME: VENDOR NO:

CONTRACT TERM: CONTRACT # Change in Scope Yes [] No []

CONTRACT AMOUNT: (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

- Low Bid, Low Bid Meeting Specs, Low Evaluated Bid, Other, Exception, Code Provision, Is Purchasing Agent approval required?, Is Purchasing Agent approval attached?

Accounting information (if more than four accounts, please attach list)

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

FUNDS CHECK BY: Date:
DIRECTOR / SUPERVISOR SIGNATURE Date: Nath Bottom 10/24/25
CITY PURCHASING AGENT: Date:

COMMENTS

This resolution informs IDOT that the City used MFT funds (\$170,614.18) for engineering on the Capitol Avenue Improvements from 11th Street to MLK Jr. Drive (MFT Section 10-00447-04-PV).

SIGN OFF: [Signature] (Mayor's Signature)

(Director of OBM)

2025-464

A RESOLUTION FOR THE MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, PERTAINING TO SPENDING MOTOR FUEL TAX FUNDS FOR THE STANDFORD AVENUE IMPROVEMENTS PROJECT (MFT SECTION NO. 93-00364-00-PV) FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City is required to notify the State of Illinois regarding the expenditure of Motor Fuel Tax Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That improvements consists of improvements for engineering on Stanford Avenue under the Illinois Highway Code.

Section 2: That the improvements are designated as MFT Section 93-00364-00-PV.

Section 3: That the City anticipates using up to \$14,443.83.00 for costs associated with improvement of said section from its allotment of Motor Fuel Tax Funds.

Section 4: That said work shall be done by contract.

Section 5: That the City Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer.

Section 6: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

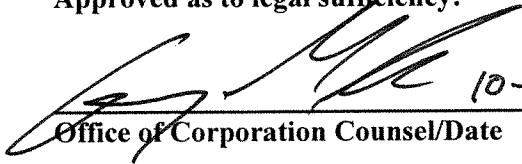
SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

 10-27-25

Office of Corporation Counsel/Date

Requested by: Mayor Misty Buscher



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
Yes No

Table with Resolution Type (Supplemental), Resolution Number, and Section Number (93-00364-00-PV)

BE IT RESOLVED, by the Council of the City of Springfield, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Stanford Avenue

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Empty box for describing the proposed improvement.

2. That there is hereby appropriated the sum of Fourteen Thousand four hundred forty-three and 83/100 Dollars (\$14,443.83) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Charles Redpath Sr., City Clerk in and for said City

of Springfield in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Springfield at a meeting held on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date box

Approved

Regional Engineer Signature & Date Department of Transportation box

2025-465

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-63
DATE OF 1ST READING: 11/4/25

OFFICE REQUESTING: Public Works CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No [X] Yes [] If yes, explain justification.

TYPE OF ORDINANCE: FISCAL IMPACT:
(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
A RESOLUTION FOR THE IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 93-00364-00-PV FOR THE STANFORD AVENUE IMPROVEMENTS FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAME: VENDOR NO:
CONTRACT TERM: CONTRACT # Change in Scope Yes [] No []

CONTRACT AMOUNT: (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

[] Low Bid [] Other: Is Purchasing Agent approval required? No [] Yes []
[] Low Bid Meeting Specs [] Exception: Is Purchasing Agent approval attached? No [] Yes []
[] Low Evaluated Bid Code Provision:

Accounting information (if more than four accounts, please attach list)

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

FUNDS CHECK BY: Date:
DIRECTOR / SUPERVISOR SIGNATURE Date:
CITY PURCHASING AGENT: Date:

COMMENTS

This resolution informs IDOT that the City used MFT funds (\$14,443.83) for engineering on the Stanford Avenue Improvements (MFT Section 93-00364-00-PV).

SIGN OFF: (Mayor's Signature) (Director of OBM)

2025-465

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION PHASE ENGINEERING SERVICES (PE-III) ON CARPENTER STREET TRAFFIC SIGNALS AT FIFTH STREET AND SIXTH STREET (MFT SECTION # 22-00496-00-SP) IN AN AMOUNT NOT TO EXCEED \$254,512.00 FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, it is in the best interest of the City to enter into an agreement with the State of Illinois, Department of Transportation, for the use of Highway Safety Improvements Program funds for the Carpenter Street traffic signal improvements at Fifth and Sixth Streets in the amount of \$254,512.00 for the Office of Public Works; and

WHEREAS, the agreement sets forth jurisdictional responsibilities following the completion of the project and the City's participation in the project; and

WHEREAS, a copy of this agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of an agreement between the City of Springfield and the State of Illinois for the use of traffic signal improvements program funds for the Carpenter Street intersection of Fifth and Sixth Streets (MFT Section # 22-00496-00-SP) in the amount of \$254,512.00 for the Office of Public Works

Section 2: That the Mayor and the City Clerk are hereby authorized to execute said agreement; and any other documents to effectuate the agreement.

Section 3: That the Director of the Office of Budget and Management is hereby authorized to make payment to the Illinois Department of Transportation in an amount not to exceed \$254,512.00 from account number 041-110-GAST-STRS-2306 in accordance with the terms of the agreement.

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

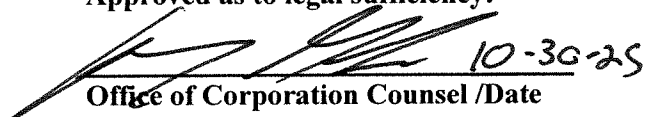
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Misty Buscher



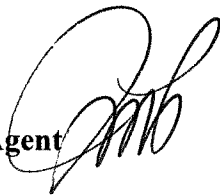
Office of Corporation Counsel /Date 10-30-25



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: TJ Heavisides

FROM: James W. Peters – Acting Purchasing Agent 

DATE: October 20, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet concerning Baker/Farmer/Workman Engineers for a professional service agreement to provide Phase III Engineering Services for the Carpenter Street traffic signal improvements at 5th and 6th Street Project using MFT Funds.

Based on the information provided, I have determined that this vendor possesses a degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.

2025-466



Using Federal Funds? Yes No

Agreement For:

Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Springfield, Illinois	Sangamon	22-00496-00-SP	C-96-020-26
Project Number	Contact Name	Phone Number	Email
NL5J7(901)	Thomas Heavisides	(217) 789-2255	Thomas.Heavisides@springfield.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Carpenter Street	N/A	0.275 MI	N/A
Location Termini			Add Location
East of Fourth Street to west of 7th Street.			Remove Location

Project Description

The proposed project consists of widening of Carpenter Street to provide 5 lanes of pavement at the intersections with 5th and 6th Streets. The project will include the removal curb & gutter, sidewalk, pavement, HMA surface, and traffic signal equipment. Items to be constructed will include aggregate, HMA, and PCC bases, curb & gutter, sidewalk, HMA binder and surface, pavement marking, and traffic signals.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Bacon/Farmer/Workman	Greg Mishler	(217) 670-1102	gmishler@bfwengineers.com
Address	City	State	Zip Code
421 South Grand Avenue West	Springfield	IL	62704

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

2025-466

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Bacon/Farmer/Workman		\$254,512.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
NA		\$0.00
Subconsultant Total		\$0.00
Prime Consultant Total		\$254,512.00
Total for all work		\$254,512.00

2025-466

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

City

of

Springfield, Illinois

By (Signature & Date)

[Signature & Date Box]

By (Signature & Date)

[Signature & Date Box]

Local Public Agency

Local Public Agency Type

Springfield, Illinois

City

Clerk

Title

CEA

[Title Box]

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Bacon/Farmer/Workman

By (Signature & Date)

James G. Mishler
Digitally signed by James G. Mishler
Date: 2025.10.08 14:03:46 -05'00'

Title

Project Engineer/Manager

By (Signature & Date)

John C. Negangard
Digitally signed by John C. Negangard
Date: 2025.10.09 07:26:01 -05'00'

Title

Senior Transportation Engineer

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Signature & Date Box]

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield, Illinois	Bacon/Farmer/Workman	Sangamon	22-00496-00-SP

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- A. Construction inspection
 - B. Material testing and gathering evidence of material inspection
 - C. Measurement and documentation of contract quantities
 - D. Contract administration
- All of the above to be conducted in accordance with IDOT requirements to allow for final acceptance of the project.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield, Illinois	Bacon/Farmer/Workman	Sangamon	22-00496-00-SP

**EXHIBIT B
PROJECT SCHEDULE**

Contract Letting: 11/07/2025 Anticipated Beginning of Construction Activities: 3/15/2026 Anticipated Ending of Construction Activities: 6/30/2027 Anticipated Delivery of Final Documentation (contigent on Contract supplied documentation): 10/31/2027

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield, Illinois	Bacon/Farmer/Workman	Sangamon	22-00496-00-SP

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>

Project Criteria	Weighting
Past Performance in Project Categories	15%
Previous Clients Evaluation of Performance	15%
Education, Experience, and Expertise of Key Assigned Personnel	10%
Key Personnel (Prime & Sub) Qualifications, Competence, & Record of Performance	10%
Firm's Proximity to the Project	5%
Available Work Capacity of Firm	10%
Firm's Specific Listed Experience with the Project Work	20%
Firm's Planning, Organization, and Management with this Project	15%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
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Selection committee (titles) for this project

--

Top three consultants ranked for this project in order	
1	Bacon/Farmer/Workman
2	NA
3	NA

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield, Illinois	Bacon/Farmer/Workman	Sangamon	22-00496-00-SP
16 LPA is a home rule community (Exempt from QBS).			<input type="checkbox"/> <input checked="" type="checkbox"/>

2025-466



EXHIBIT D
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
FIXED RAISE

Local Public Agency CITY OF SPRINGFIELD	County SANGAMON	Section Number 22-0496-00-SP
Prime Consultant (Firm) Name Bacon Farmer Workman (BFW)	Prepared By	Date 9/24/2025
Consultant / Subconsultant Name Bacon Farmer Workman (BFW)	Job Number C-96-020-26	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM 24 MONTHS	OVERHEAD RATE 178.68%
START DATE 10/30/2025	COMPLEXITY FACTOR 0
RAISE DATE 10/31/2025	% OF RAISE 2.00%
END DATE 10/29/2027	

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/30/2025	10/31/2025	0	0.00%
1	11/1/2025	10/31/2026	12	51.00%
2	11/1/2026	10/31/2027	12	52.02%

Local Public Agency
CITY OF SPRINGFIELD

County
SANGAMON

Section Number
22-0496-00-SP

Consultant / Subconsultant Name
Bacon Farmer Workman (BFW)

Job Number
C-96-020-26

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	10	\$0.70	\$7.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	120	\$65.00	\$7,800.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	24	\$570.00	\$13,680.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$21,487.00

2025-466

Local Public Agency
CITY OF SPRINGFIELD

County
SANGAMON

Section Number
22-0496-00-SP

Consultant / Subconsultant Name
Bacon Farmer Workman (BFW)

Job Number
C-96-020-26

**AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Inspection & Document											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal in Charge-PE/Pro	86.00	0.0														
Project Manager	82.23	24.0	1.73%	1.43	24	1.73%	1.43									
Resident Engineer	79.46	360.0	26.01%	20.67	360	26.01%	20.67									
Staff Engineer	44.19	1,000.0	72.25%	31.93	1000	72.25%	31.93									
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TOTALS		1384.0	100%	\$54.02	1384.0	100.00%	\$54.02	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-64
 DATE OF 1ST READING: 11/04/25

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides
 PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: Professional Services FISCAL IMPACT: \$254,512.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PHASE III ENGINEERING SERVICES FOR THE CARPENTER STREET TRAFFIC SIGNAL IMPROVEMENTS AT 5TH AND 6TH STREETS PROJECT (MFT SECTION #22-00496-00-SP).

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Agreement _____

CONTRACTOR / VENDOR NAME: BACON/FARMER/WORKMAN VENDOR NO: 8931

CONTRACT TERM: _____ CONTRACT # _____ Change in Scope Yes No

CONTRACT AMOUNT: \$254,512.00
 (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s _____

- Low Bid Other: Professional Services Is Purchasing Agent approval required? No Yes
 Low Bid Meeting Specs Exception: _____ Is Purchasing Agent approval attached? No Yes
 Low Evaluated Bid Code Provision: _____

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	041	110	GAST	STRS	2306	\$254,512.00
2						
3						
4						

FUNDS CHECK BY: _____ Date: 10/20/2025
 DIRECTOR / SUPERVISOR SIGNATURE: Matthew Bottom Date: 10/17/25
 CITY PURCHASING AGENT: _____ Date: 10/20/2025

COMMENTS

This ordinance is for Construction Phase Engineering Services (PE-III) for the Carpenter Street Traffic Signal Improvements at 5th and 6th Streets Project to install new traffic signals at these intersections as part of a safety project to modernize these traffic signals, as well as widening Carpenter Street to included dedicated left turn lanes at these intersections. The consultant will provide full service construction phase engineering services as necessary to monitor, observe, test, coordinate, measure, and document as necessary and as required by IDOT for construction projects using Federal and MFT Funds.

SIGN OFF: _____
 (Mayor's Signature) GEM (Director of OBM) Matthew Bottom

2025-466

A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$254,512.00 MAY BE USED FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE CARPENTER STREET TRAFFIC SIGNAL IMPROVEMENTS PROJECT AT 5TH AND 6TH STREETS (MFT SECTION 22-00496-00-SP), FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City anticipates using Motor Fuel Tax funds in the amount of \$254,512.00 for construction phase engineering services for the Carpenter Street Traffic Signal Improvements Project at 5th and 6th Streets, MFT Section 22-00496-00-SP; and

WHEREAS, the City is required to notify the State regarding the expenditure of Motor Fuel Tax funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That Improvement will be made to Carpenter Street at 5th and 6th Streets under the Illinois Highway Code.

Section 2: That the Improvement are designated as MFT Section No. 22-00496-00-SP.

Section 3: That the City anticipates using \$254,512.00 for construction phase engineering services for the improvement of said section from its allotment of Motor Fuel Tax Funds.

Section 4: That said work shall be done by contract.

Section 5: That the City Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer.

Section 6: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency.


Office of Corporation Counsel 10-29-25

Requested by: Mayor Misty Buscher



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [] No

Resolution Type: Original, Resolution Number, Section Number: 22-00496-00-SP

BE IT RESOLVED, by the Council of the City of Springfield, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Carpenter Street, FAU 7975, 5th Street, 6th Street

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Traffic signal modernization improvements to the intersections of Carpenter and 5th Street as well as Carpenter and 6th Street, including widening of Carpenter Street for dedicated left turn lanes at the intersections. This proposed contract is for the construction engineering services (PE-III) necessary for those improvements.

2. That there is hereby appropriated the sum of Two Hundred Fifty Four Thousand, Five Hundred and Twelve Dollars (\$254,512.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Chuck Redpath, City Clerk in and for said City of Springfield

do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Springfield at a meeting held on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL)

Clerk Signature & Date box

Approved Regional Engineer Signature & Date Department of Transportation box

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-65
DATE OF 1ST READING: 11/4/25

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No [X] Yes [] If yes, explain justification.

TYPE OF ORDINANCE: MFT funding FISCAL IMPACT:

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

A RESOLUTION TO USE MFT FUNDS FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE CARPENTER STREET TRAFFIC SIGNAL IMPROVEMENTS AT 5TH AND 6TH STREETS PROJECT (MFT SECTION #22-00496-00-SP).

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Illinois Department of Transportation - BLR 05530
Illinois Department of Transportation - BLR 09110

CONTRACTOR / VENDOR NAME: VENDOR NO:

CONTRACT TERM: CONTRACT # Change in Scope Yes [] No []

CONTRACT AMOUNT: (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

[] Low Bid [X] Other: MFT funding Is Purchasing Agent approval required? No [] Yes []
[] Low Bid Meeting Specs [] Exception: Is Purchasing Agent approval attached? No [] Yes []
[] Low Evaluated Bid Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

EXPENDITURE

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

FUNDS CHECK BY: Date: 10.20.2025
DIRECTOR / SUPERVISOR SIGNATURE Date: 10/17/25
CITY PURCHASING AGENT: Date: 10/20/2025

COMMENTS

Motor Fuel Tax is a state levy and the City is governed by state statutes. IDOT administers MFT monies and it takes prior approval from IDOT to expend any MFT funds. This resolution informs the State that the City intends to expend no more than \$254,512 utilizing MFT Funds on the construction phase engineering services for the Carpenter Street Traffic Signal Improvements at 5th and 6th Streets Project.

SIGN OFF: (Mayor's Signature) (Director of OBM)

2025-467

AN ORDINANCE AUTHORIZING A DECREASE IN THE NUMBER OF CLASS "K" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY TOWER CAPITAL GROUP, LLC D/B/A WYNDHAM SPRINGFIELD-CITY CENTRE LOCATED AT 700 EAST ADAMS STREET

WHEREAS, Tower Capital Group, LLC d/b/a Wyndham Springfield-City Centre, located at 700 East Adams Street, Springfield, Illinois; and

WHEREAS, the business has closed; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to chapter 90, section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves a decrease in the number of Class "K" liquor licenses by one.

Section 2: That this ordinance shall take effect immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

 10-29-25

Office of Corporation Counsel/Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
11/04/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Tower Capital Group, LLC dba Wyndham Springfield-City Centre		
LOCATION:	700 East Adams Street		
EMERGENCY PASSAGE: (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Business Closed		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2:00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
D	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	2:00 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	2:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF: _____
Mayor's Signature
GEM
Date

2025-468

AN ORDINANCE APPROVING A TEMPORARY MORATORIUM ON THE DEVELOPMENT OF TINY HOMES IN WARD 2 OF THE CITY OF SPRINGFIELD, ILLINOIS

WHEREAS, the City of Springfield (City) is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield and the residents of Ward 2 recognize the importance of providing diverse and affordable housing options for all members of the community; and

WHEREAS, while innovative housing models such as tiny homes have been explored as part of affordable housing strategies, the current economic conditions and development needs within Ward 2 demonstrate a greater need for full-size affordable and mid-level housing that supports long-term community stability, family growth, and equitable development; and

WHEREAS, the City Council finds that additional study, planning, and public engagement are necessary to determine how tiny home developments could align with Ward 2's overall economic and housing development goals; and

WHEREAS, a temporary moratorium will allow City departments, housing advocates, and community stakeholders to review zoning regulations, gather public input, and develop a fair, transparent, and community-supported framework for considering any future tiny home proposals; and

WHEREAS, this measure ensures that development in Ward 2 continues to reflect both the will and the welfare of its residents while supporting inclusive and sustainable growth; and

WHEREAS, the Council of the City of Springfield believes it to be in the best interest of the City to place a moratorium on the construction of tiny homes in Ward 2.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: A moratorium is hereby established on the approval, permitting, or construction of any new tiny homes, tiny home developments, tiny home villages, or similar alternative housing projects as defined in the 2018 International Residential Code within Ward 2 of the City of Springfield.

Section 2: This moratorium shall remain in effect until June 30, 2028, or until revised by City Council after concrete plans, public engagement measures, and a fair process are approved.

Section 3: During the moratorium period, the City's Office of Planning and Economic Development, in coordination with the Office of Community Relations and the Ward 2 Alderman, shall:

- Conduct a thorough review of current zoning ordinances and housing policies related to small or alternative housing structures;
- Hold at least two (2) community engagement sessions to gather input from residents of Ward 2;
- Assess economic, environmental, and social impacts of tiny homes within Ward 2; and
- Present recommendations to the City Council for establishing a transparent and equitable policy framework for any future consideration of tiny home developments.

Section 4: This moratorium shall not apply to any tiny home project that has received final approval or building permits prior to the effective date of this Ordinance.

Section 5: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025
2025

SIGNED: _____,

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Alderman Shawn Gregory



Office of Corporation Counsel/ Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 11/4/2025

OFFICE REQUESTING: OFFICE OF COUNCIL COORDINATOR

CONTACT PERSON: TIM GRIFFIN

PHONE NUMBER: 217-789-2151

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: _____ **FISCAL IMPACT:** \$ _____

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
 AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON THE DEVELOPMENT OF TINY HOMES IN WARD 2 OF THE CITY OF SPRINGFIELD, IL

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope** Yes No

CONTRACT AMOUNT: _____ **Change Order #** _____ **Additional Amount** _____
 (Original amount if change order)

Method of Purchase (check one) **Previous Ord #'s** _____
 Low Bid Other: _____ **Is Purchasing Agent approval required?** No Yes
 Low Bid Meeting Specs Exception: _____ **Is Purchasing Agent approval attached?** No Yes
 Low Evaluated Bid **Code Provision:** _____

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY: _____ **Date:** _____
DIRECTOR / SUPERVISOR SIGNATURE _____ **Date:** _____
CITY PURCHASING AGENT: _____ **Date:** _____

COMMENTS

THIS ORDINANCE ENACTS A MORATORIUM ON THE DEVELOPMENT OF TINY HOMES IN WARD 2 UNTIL JUNE 30, 2028

SIGN OFF: _____ (Mayor's Signature) *GEM* _____ (Director of OBM)

2025-469

A RESOLUTION AUTHORIZING AN ADVISORY QUESTION OF PUBLIC POLICY FOR SUBMISSION ON THE BALLOT FOR THE GENERAL PRIMARY ELECTION TO BE HELD ON MARCH 17, 2026 REGARDING THE ESTABLISHMENT OF A RESIDENTIAL RENTAL INSPECTION AND LANDLORD LICENSING PROGRAM

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the Illinois Constitution of 1970; and

WHEREAS, Section 3.1-40-60 of the Illinois Municipal Code, 65 ILCS 5/3.1-40-60, allows a municipality of the State of Illinois, by a vote of the majority of the members of the city council to authorize an advisory question of public policy to be placed on the ballot at the next regularly scheduled election in the municipality; and

WHEREAS, the State of Illinois Board of Elections has determined that Monday, December 29, 2025, is the last day for municipalities to adopt a resolution to authorize an advisory question of public policy to appear on the ballot for the general primary election to be held in the City of Springfield on March 17, 2026; and

WHEREAS, Section 28-5 of the Illinois Election Code, 10 ILCS 5/28-5, provides for the certification of advisory questions of public policy; and

WHEREAS, the City of Springfield has the authority under the Illinois Municipal Code and its home rule powers to enact regulations to protect the public health, safety, and welfare of its residents, including those living in residential rental properties; and

WHEREAS, a structured inspection and licensing system will promote transparency, ensure safe housing, and facilitate the responsible operation of rental properties; and

WHEREAS, a reasonable fee is necessary to help cover the costs of such a rental inspection program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the following question should be submitted to the voters of the City as an advisory question of public policy at the general primary election to be held on March 17, 2026:

Shall the City of Springfield, Illinois, create a Residential Rental Inspection and Landlord Licensing Program to protect public health, safety, and welfare in residential rental property units by enacting and enforcing minimum health and safety standards, requiring the licensing of landlords, and imposing reasonable fees on property owners for permitting, inspecting, licensing, and regulating residential rental property units?	Yes
	No

Section 2: That said question shall be conducted, in all respects, in accordance with the provisions of the Illinois Election Code pertaining to the conduct of the March 17, 2026, general primary election.

Section 3: That the City Clerk is hereby directed to certify this resolution as having been adopted by the City Council and to file the certified resolution with the Sangamon County Election Office.

Section 4: That this Resolution is being adopted pursuant to the City's home rule authority and shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:


Office of Corporation Counsel

Requested by: Alderman Roy Williams

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 11/4/2025

OFFICE REQUESTING: OFFICE OF COUNCIL COORDINATOR

CONTACT PERSON: TIM GRIFFIN

PHONE NUMBER: 217-789-2151

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: REFERENDUM FISCAL IMPACT: \$ _____

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

A RESOLUTION CERTIFYING A REFERENDUM TO DETERMINE WHETHER THE CITY OF SPRINGFIELD SHOULD ESTABLISH A RESIDENTIAL RENTAL INSPECTION AND LANDLORD LICENCING PROGRAM

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: _____ (Original amount if change order)	Change Order # _____	Additional Amount _____
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Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: _____
- Exception: _____
- Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____	Date: _____
DIRECTOR / SUPERVISOR SIGNATURE _____	Date: _____
CITY PURCHASING AGENT: _____	Date: _____

COMMENTS

THIS RESOLUTION WILL PLACE AN ADVISORY REFERENDUM ON THE BALLOT FOR THE MARCH 17, 2026 ELECTION TO DETERMINE WHETHER THE CITY SHOULD ESTABLISH RESIDENTIAL RENTAL INSPECTION AND LANDLORD LICENSING PROGRAM

SIGN OFF: _____
(Mayor's Signature) *GB*

(Director of OBM)

2025-470

A RESOLUTION REFERRING A PETITION TO THE SPRINGFIELD PLANNING AND ZONING COMMISSION FOR PUBLIC HEARING AND CONSIDERATION PROPOSING OF A MAP AMENDMENT TO 2835 STANTON STREET

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield desires to make changes to the map amendment at the address commonly known as 2835 Stanton Street pertaining to R-3(b) dwelling units with variances to R-1 single family with no variances; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the Mayor is hereby authorized to execute a certain map amendment change to 2835 Stanton Street to reclassify the property from its current zoning classification granted by docket 2021-031.

Section 2: That the Springfield Planning and Zoning Commission is hereby requested to conduct a public hearing to consider the amendment proposed, and to submit recommendations regarding the propriety of such amendment to the Springfield City Council.

Section 3: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Alderman Shawn Gregory



Office of Corporation Counsel / Date 10-30-28

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
 DATE OF 1ST READING: 11/4/2025

OFFICE REQUESTING: OFFICE OF CITY COUNCIL

CONTACT PERSON: TIM GRIFFIN
 PHONE NUMBER: 217-789-2151

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: _____ FISCAL IMPACT: \$ _____

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

A RESOLUTION REFERRING A PETITION TO THE SPRINGFIELD PLANNING AND ZONING COMMISSION FOR PUBLIC HEARING AND CONSIDERATION OF A MAP AMENDMENT TO 2835 STANTON STREET

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

DOC 021-037 _____

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: _____	Change Order # _____	Additional Amount _____
(Original amount if change order)		

Method of Purchase (check one)

- Low Bid Other: _____
 Low Bid Meeting Specs Exception: _____
 Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____	Date: _____
DIRECTOR / SUPERVISOR SIGNATURE _____	Date: _____
CITY PURCHASING AGENT: _____	Date: _____

COMMENTS

THIS RESOLUTION WILL INITIATE A PETITION TO CHANGE THE ZONING AT 2835 STANTON STREET FROM R-3(b) WITH VARIANCES TO ALLOW FOR 18 INDIVIDUAL DWELLING UNITS OF SMALL HOMES TO R-1 SINGLE FAMILY WITH NO VARIANCES.

SIGN OFF: _____
 (Mayor's Signature)

 (Director of OBM)

2025-471

AN ORDINANCE GRANTING THE PROPERTY LOCATED AT 2835 STANTON STREET RECLASSIFICATION TO R-3 B, GENERAL RESIDENCE DISTRICT, SECTION 155.018, AND A VARIATION OF SECTION 155.056, MINIMUM REQUIRED LOT AREA PER DWELLING UNIT, TO ALLOW 18 SINGLE FAMILY DWELLING UNITS ON A LOT CONTAINING 61,942 SQUARE FEET OF LOT AREA INSTEAD OF THE 108,000 SQUARE FEET REQUIRED BY CODE; AND SECTION 155.061, BASIC YARD REQUIREMENTS, TO REDUCE THE REAR YARD SETBACK REQUIREMENT FROM 20 FEET TO 15 FEET.

DOCKET #2021-037

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, on June 16, 2021, the Springfield Planning and Zoning Commission heard a petition regarding the property located at 2835 Stanton Street, Springfield, Illinois, legally described as follows:

Lots 1, 4, and 5 of the subdivision or Project TTTT of Lake Victoria Planned Unit Development to the City of Springfield, County of Sangamon, and State of Illinois

Tax ID's 22-11.0-251-016; 22-11.0-251-018; and 22-11.0-251-019; and

WHEREAS, the petitioner(s) requested zoning relief consisting of Reclassification to R-3 b, General Residence District, Section 155.018, and a Variation of Section 155.056, Minimum Required Lot Area Per Dwelling Unit, to allow 18 single family dwelling units on a lot containing 61,942 square feet of lot area instead of the 108,000 square feet required by code; and Section 155.061, Basic Yard requirements, to reduce the rear yard setback requirement from 20 feet to 15 feet; and

WHEREAS, all statutory notice requirements have been fulfilled in regard to said hearing; and

WHEREAS, the Springfield-Sangamon County Regional Planning Staff recommended approval; and

WHEREAS, the Springfield Planning and Zoning Commission recommended that the Springfield City Council accept the recommendation of the Springfield-Sangamon County Regional Planning Staff; and

WHEREAS, the Springfield City Council agrees with the recommendation of the Springfield Planning and Zoning Commission and finds adequate factual basis for said recommendation adopting the Commission's findings as its own.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the property located at 2835 Stanton Street is hereby granted a Reclassification to R-3 b, General Residence District, Section 155.018, and a Variation of Section 155.056, Minimum Required Lot Area Per Dwelling Unit, to allow 18 single family dwelling units on a lot containing 61,942 square feet of lot area instead of the 108,000 square feet required by code; and Section 155.061, Basic Yard requirements, to reduce the rear yard setback requirement from 20 feet to 15 feet.

Section 2: That the Zoning Administrator is hereby directed to amend the map according to the provisions stated herein.

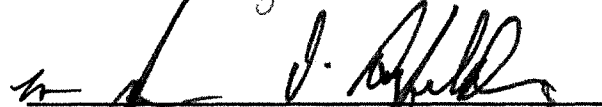
Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: August 17, 2021


RECORDED: August 30, 2021

ATTEST: 
City Clerk Frank J. Lesko

SIGNED: August 30, 2021


Mayor James O. Langfelder

Approved as to legal sufficiency:

 18-25-21
Office of Corporation Counsel/Date

AN ORDINANCE LEVYING AND ASSESSING TAXES TO PARTIALLY FUND THE STATUTORY CONTRIBUTION OF THE POLICE AND FIRE PENSION FUNDS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Illinois Pension Code requires the City to annually levy a tax upon all taxable property within the City, to be used along with revenue available from other resources to meet the annual actuarial requirements of the Police and Firefighters' Pension Funds, which shall be in addition to the amounts authorized to be levied for general corporate purposes under Section 8-3-1 of the Illinois Municipal Code, and the City Council now desires to levy and collect taxes for such additional purposes.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: (a) Pursuant to Section 3 below, the estimated amount available to levy is fourteen million nine hundred fifty-one thousand one hundred thirty (\$14,951,130) dollars which will produce an amount which, when added to revenue from other sources, will be equal to a sum sufficient to meet the annual actuarial requirements of the Firefighters' Pension Fund, as determined by an enrolled actuary employed by the City, pursuant to Section 4-118 of the Illinois Pension Code.

Pursuant to Section 4-118 of the Illinois Pension Code, there is hereby levied the sum of fourteen million nine hundred fifty-one thousand one hundred thirty (\$14,951,130) dollars upon all taxable property subject to taxation within the City, at the fair cash value as the same is equalized or assessed by the Department of Revenue of the State of Illinois, for State and County purposes, as follows:

<u>Firefighters' Pension Fund</u>		
001-108-FIRE-FOPR-1182	Retirement-City Portion	\$14,951,130

(b) Pursuant to Section 3 below, the estimated amount available to levy is fourteen million nine hundred fifty-one thousand one hundred thirty (\$14,951,130) dollars which will produce an amount which, when added to revenue from other sources, will be equal to a sum sufficient to meet the annual actuarial requirements of the Police Pension Fund, as determined by an enrolled actuary employed by the City, pursuant to Section 4-118 of the Illinois Pension Code.

Pursuant to Section 3-125 of the Illinois Pension Code, there is hereby levied the sum of fourteen million nine hundred fifty-one thousand one hundred thirty (\$14,951,130) dollars upon all taxable property subject to taxation within the City, at the fair cash value as the same is equalized or assessed by the Department of Revenue of the State of Illinois, for State and County purposes, as follows:

<u>Police Pension Fund</u>		
001-112-POLC-POPR-1181	Retirement-City Portion	\$14,951,130

Said tax shall be in addition to any other sums herein levied and shall be in addition to all other taxes authorized by Section 8-3-1 of the Illinois Municipal Code.

The levy amounts in Sections (a) and (b) shall be equally adjusted to produce a rate, which will cause the cumulative rate to equal .9385%, upon the aggregate valuation of all property within the corporate limits of the City of Springfield subject to taxation, as the property is equalized or assessed by the Illinois Department of Revenue.

Section 2: Whenever there is not sufficient money in the Treasury of the City to meet and defray all necessary expenses and liabilities payable therefrom, warrants against and in anticipation of the tax or taxes levied by this ordinance for the purpose or purposes for which there is not sufficient money shall be drawn by the Mayor and the Director of the Office of Budget and Management and shall be endorsed by the City Treasurer and shall be delivered by the Director of the Office of Budget and Management to the individual, partnership, corporation, group or association advancing to the City cash to the full face value and account of such warrant or warrants. Such warrant or warrants shall be issued in the amount actually required to meet and defray such expenses and liabilities but shall in no case exceed seventy-five percent (75%) of the total of the tax or taxes so anticipated.

The cash received by the City from the issuance and delivery of any such tax anticipation warrant or warrants shall be deposited in the City Treasury and in general or special funds thereof into which such taxes, when collected, are respectively payable. Any such warrant or warrants when issued shall show upon their face they are payable in the numerical order of their issuance solely from the taxes against which they are drawn and tax or taxes against which said warrants are drawn, when collected, shall be set apart and held for the payment of such warrants.

Section 3: The City Clerk of the City shall file with the County Clerk of the County of Sangamon, State of Illinois, a certified copy of this ordinance and the County Clerk shall ascertain the rate per cent which, upon the total value of all property subject to taxation within the City of Springfield, at the fair cash value as the same is equalized or assessed by the Department of Revenue of the State of Illinois, for State and County purposes, for the current statutory contributions for the Police and Firefighters' Pension Funds, will produce the net amounts levied by this ordinance and ordered certified. Provided, however, if said rate does not equal .9385%, then the adjustment provided for in **Section 1** of this ordinance shall be made. The County Clerk shall then extend the tax upon the books of the collector of State and County taxes within the City as provided by law.

Section 4: This tax levy ordinance is adopted pursuant to the procedure set forth in the Illinois Municipal Code and the City of Springfield's home rule power as set forth in Section 6 of Article VII of the Illinois Constitution of 1970. Any tax rate limitation, other substantive or procedural limitations, or provisions of state law in conflict with this ordinance shall not be applicable to this ordinance pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

Section 5: This ordinance shall become effective immediately after its passage and recording.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date



TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE

I, the undersigned, hereby certify that I am the presiding officer of the City of Springfield, and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of 35 ILCS 200/18-60 through 200/18-85, "Truth in Taxation Law."

The notice and hearing requirements of Sections 18-70, 18-75, and 18-80 are not applicable.

This certificate applies to the 2026 levy.

Presiding Officer _____

Misty Buscher, Mayor

Date: _____, 2025

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/04/25

OFFICE REQUESTING: OBM

CONTACT PERSON: Courtney Heinzl

EMERGENCY PASSAGE: No [x] Yes [] If yes, explain justification - See attached document

PHONE NUMBER:

FISCAL IMPACT:

SUGGESTED TITLE: AN ORDINANCE LEVYING AND ASSESSING TAXES TO PARTIALLY FUND THE STATUTORY CONTRIBUTION OF THE POLICE AND FIRE PENSION FUNDS

CONTRACTOR / VENDOR NAME: VENDOR NO:

CONTRACT TERM: Change in Scope Yes [] No []

CONTRACT AMOUNT: (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

Previous Ord #'s

- Low Bid, Low Bid Meeting Specs, Low Evaluated Bid, Other, Exception, Code Provision

- Is Purchasing Agent approval required? Is Purchasing Agent approval attached?

Accounting information (if more than four accounts, please attach list)

REVENUE table with columns: Fund, Agency, Org, Activity, Object, Amount

EXPENDITURE table with columns: Fund, Agency, Org, Activity, Object, Amount

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Tax Levy

STAFF ANALYSIS

This levy assumes no tax rate increase and provides partial funding of the statutory contribution. The amount is based on a growth rate under the threshold for a Truth in Taxation hearing.

The dollar amount is an estimate. The City levies a rate rather than an amount. The assessment is not completed until well after the levy is passed. The amount in Section 1 is adjusted by the County Clerk to cause the total rate levied by the City to be .9385 per \$100 of EAV. The EAV growth estimate is 4.9% over FY26.

FUNDS CHECK BY: Courtney Heinzl

Date: 10.24.2025

DIRECTOR / SUPERVISOR: [Signature]

Date: 10.24.2025

CITY PURCHASING AGENT: [Signature]

Date:

SIGN OFF: [Signature]

[Signature] (Director of OBM)

(Mayor's Signature) GEN

(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING SUBRECIPIENT GRANT AGREEMENT NO. 23-203186 WITH CLEAN SLATE ADVOCATES, INC AND BUDGETARY TRANSFER FOR PAYMENT IN AN AMOUNT NOT TO EXCEED \$50,000.00 PURSUANT TO COMMUNITY CONNECTIONS FROM STATE OF ILLINOIS DEPARTMENT OF COMMERCE & ECONOMIC OPPORTUNITY FOR SPRINGFIELD POLICE DEPARTMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, Clean Slate Advocates, Inc is requesting the use of Community Connections Grant funds and a budgetary transfer in the amount of \$50,000.00 to provide laundry services for individuals in the community who are unable to afford the cost of laundry; and

WHEREAS, it is in the best interest of the City of Springfield to authorize Sub-recipient Grant Agreement 23-203186 with Clean Slate Advocates. Inc; and

WHEREAS, the proposed Subrecipient Agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves the subrecipient agreement and budgetary transfer with Clean Slate Advocates, Inc for the use of Community Connection Grant Funds to provide laundry services for individuals in the community who are unable to afford the cost of laundry as outlined in Exhibit A.

Section 2: That the Office of Budget and Management is hereby authorized to make a budgetary transfer payment in an amount not to exceed \$50,000.00 to allocate expenses to the appropriate expense line as follows:

FROM: 001-112-POLC-ILCJ-1232 TO: 001-112-POLC-ILCJ-2110

Section 3: That the Office of Budget and Management is hereby authorized to make payment in an amount not to exceed \$50,000.00 to Clean Slate Advocates, Inc from account number 001-112-POLC-ILCJ-2110 pursuant to the terms and conditions of Sub-recipient Grant Agreement 23-203186.

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

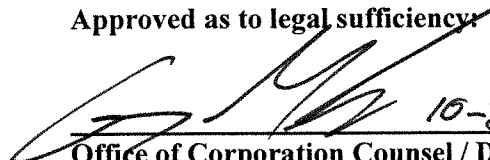
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date 10-29-20

SUBRECIPIENT GRANT AGREEMENT

THIS AGREEMENT is made and entered this _____, 2025, by and between, **CLEAN SLATE ADVOCATES, INC. NFP**, an Illinois not for profit corporation (the "Subrecipient") and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Police Department (the "SPD"). The Subrecipient and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Subrecipient is to use the funds to help provide laundry service for underserved communities, low income individuals, and individuals who cannot afford to pay (the "Project"); and

WHEREAS, the City, through the SPD, has received a reimbursable grant award from the Illinois Department of Commerce & Economic Opportunity (the "DCEO") pursuant to the Community Connections Program Grant Agreement (Grant No. 23-203186), as amended, a copy of which is attached hereto as Exhibit A and incorporated by reference as part of this Agreement (the "Grant Agreement") for the Project; and

WHEREAS, the City desires to provide a reimbursable subaward to the Subrecipient in the amount of \$50,000.

NOW THEREFORE, in consideration of the premises and mutual obligations set forth herein, the Parties hereby covenant and agree as follows:

Section 1. City Obligations. The City agrees to provide a reimbursable subaward in the total amount of Fifty Thousand Dollars (\$50,000). Any and all obligations of the City shall cease immediately without penalty if the DCEO or any funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. This contract does not authorize an expenditure of City funds in excess of \$50,000 unless the city council specifically approves an additional expenditure. The Subrecipient agrees and acknowledges that absent such prior approval it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount so authorized.

Section 2. Subrecipient Obligations. The Subrecipient agrees as follows:

- i. to use the subrecipient funds for grant eligible costs for the Project outlined in the submitted Budget Plan, a copy of which is attached hereto as Exhibit B and incorporated by reference as part of this Agreement.
- ii. to comply with the requirements outlined in the Grant Agreement in Exhibit A, which are hereby incorporated in this Agreement as required by DCEO.
- iii. to comply with all Federal, State, and City rules and regulations.

Section 3. Reporting Requirements. The Subrecipient shall submit the following reports to the City on a monthly basis:

- i. reports for the preceding month detailing the laundry services provided, including supporting documentation for the size and number of loads washed and dried.
- ii. fiscal reports detailing financial expenditures for the previous month, including supporting documentation for said expenditures.
- iii. any other reports requested in writing by the City.

Said reports shall be submitted by the 10th of every month following the first complete month of the grant period.

Section 4. Payment. The City agrees to make payment to the Subrecipient for the administration and implementation of the Project described in Exhibit B. Upon receipt of the fiscal and progress reports outlined above, payments will be made to the Subrecipient. No payment will be made until all outstanding reports are received by the City. No payment will be made to the Subrecipient unless and until the Subrecipient is in full compliance with applicable State, federal, and local laws and the terms and conditions of this Agreement.

The Subrecipient must provide for the deposit of grant funds into a bank account in the name of the Subrecipient. Grant funds shall be immediately deposited into such bank account. The Subrecipient may treat such funds as a separate line item per its budget and audited financial statements. If the Subrecipient receives more than one award from the City, the Subrecipient shall ensure that the grant funds for each award are accounted for separately.

Section 5. Terms and Conditions of Grant Agreement. The Subrecipient covenants and agrees to be bound by all of the terms and conditions contained in the Grant Agreement.

Section 6. Term and Termination. This Agreement shall commence upon execution by the Parties and shall terminate on June 30, 2026. The City may terminate this Agreement at any time for any reason. Any funds held by the Subrecipient at the termination of this Agreement, which remain unspent or undocumented, shall be returned to the City within thirty (30) days of said termination.

Section 7. Assignment. The Subrecipient may not assign this Agreement without the prior written consent of the City.

Section 8. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, and the Subrecipient voluntarily and freely submits to a court of competent jurisdiction in Sangamon County, Illinois.

Section 9. Time for Performance. Time is of the essence in this Agreement.

Section 10. No Waiver. No waiver of a breach or violation of any provision of this Agreement by the City shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

Section 11. Third Party Beneficiaries. This Agreement is not intended to benefit any third party.

Section 12. Successors. This Agreement shall inure to the benefit of and shall be binding upon the successors of the Parties.

Section 13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing between the Parties. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by authorized representatives of each of the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date first written above.

ATTEST:

CITY OF SPRINGFIELD, ILLINOIS, a
municipal corporation

City Clerk

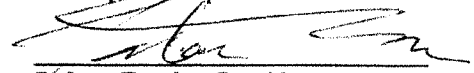
By:

Misty Buscher, Mayor



CLEAN SLATE ADVOCATES, INC. NFP. an
Illinois not for profit corporation

By:



Robert Frazier, President
2127 South Wirt Ave
Springfield, IL 62703

CLEAN SLATE ADVOCATES - From Soap to Hope Laundry Program
City of Springfield

Budget Plan

<u>Expenses</u>	<u>Description</u>	<u>Amount</u>
Water & Electric Services	<p>The Clean Slate Advocates laundry program utility bill encompasses essential services required to support community laundry operations, including charges for electricity, water, sewer, water reclamation, and maintenance. Major expenses come from electricity to operate washers, dryers, and facility lighting, followed by water consumption needed for laundry and restroom facilities.</p> <p>These costs reliably support the delivery of low-cost laundry services to community members, demonstrating Clean Slate Advocates' commitment to hygiene and dignity for its participants.</p>	\$ 50,000.00
	Total Budget	\$ 50,000.00

2025-473

AMENDMENT TO THE GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Springfield

The State of Illinois (State), acting through the undersigned agency (Grantor) and City of Springfield (Grantee) (collectively, the "Parties" and individually, a "Party") agree that this Amendment (Amendment) will amend the Grant Agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

The Parties or their duly authorized representatives hereby execute this Amendment.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

City of Springfield

Kristin A Richards by Digitally signed by Kristin A
Karen Winberg-Jensen, Richards by Karen Winberg-
Accounting Manager Jensen, Accounting Manager
Date: 2025.05.14 16:09:47 -05'00'
By: _____
Signature of Kristin A. Richards, Director

By: [Signature]
Signature of Authorized Representative GEM

Date: _____

Date: 5/9/25

By: _____
Signature of Designee

Printed Name: Misty Buscher

Date: _____

Printed Title: Mayor

Printed Name: _____

Email: Misty.Buscher@springfield.il.us

Printed Title: _____

Designee

By: _____
Signature of Second Grantor Approver, if applicable

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

2025-473

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

2025-473

ARTICLE I
AWARD AND AMENDMENT INFORMATION AND CERTIFICATION

1.1. Original Agreement. The Agreement, numbered **23-203186**, has an original term from **07/01/2023** to **06/30/2024**.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none):

Amendment Number	Effective Date (MM/DD/YYYY)
001	6/6/2024

1.3. Current Agreement Term. The Agreement expires on **06/30/2025**, unless terminated pursuant to the Agreement.

1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A (Project Description) | <input checked="" type="checkbox"/> Award Term |
| <input type="checkbox"/> Exhibit B (Deliverables/Milestones) | <input type="checkbox"/> Award Amount |
| <input type="checkbox"/> Exhibit C (Contact Information) | <input type="checkbox"/> PART TWO (Grantor-Specific Terms) |
| <input type="checkbox"/> Exhibit D (Performance Measures/Std.) | <input type="checkbox"/> PART THREE (Project-Specific Terms) |
| <input type="checkbox"/> Exhibit E (Specific Conditions) | <input checked="" type="checkbox"/> Budget |
| | <input type="checkbox"/> Budget (Unilateral) |
| | <input type="checkbox"/> Funding Source |
| | <input type="checkbox"/> Other (specify): |

1.5. Effective Date. This Amendment shall be effective on N/A . If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**ARTICLE II
AMENDMENTS**

- 2.1. Award Term Changes. Paragraph 2.1 of the Agreement is amended to expire on 6/30/2026, unless terminated pursuant to the Agreement.
- 2.2. Budget Changes. The Budget is revised by modifying the line items as detailed in the attached revised Budget.
- 2.3. Exhibit A Changes. Exhibit A is amended as detailed in the attached revised Exhibit A.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Scope of Work

DG230098

City of Springfield

EXHIBIT A: PROJECT DESCRIPTION

The Grantee is a governmental entity providing services to the City of Springfield in Sangamon County.

Grant funds will be utilized for all costs, including any that are prior incurred, associated with community violence prevention initiatives within the City of Springfield, Illinois. The Grantee will be providing staffing, purchasing equipment, supplies, training, conducting *Community Connection* outreach programs. Equipment purchased will include a Pre-NIBIN (National Integrated Ballistic Information Network) screening tool, Sky-Watch Camera System, a TI Training Simulator and deployment trailer, expansion of their law enforcement body worn camera system, and rapid response trailer. These purchases will allow law enforcement to be more effective at crime scene processing, better equipped to monitor and respond in known crime locations, and more capable of maintaining training and transparency standards.

Grant funds will provide supplies and other expendable items for the following *Community Connection* programs and other violence reduction initiatives to include:

- The Fix It Program: designed to give officers alternatives to citations for minor traffic-related violations. Officers will be able to conduct traffic stops for evident equipment violations and issue a gift card to a local auto parts store to facilitate the necessary repairs Instead of writing a fine. Approximately 1000 gift cards will be purchased.
- The SPD Dollhouse Project: provides dollhouses for minority girls and delivers them as part of outreach during the school year and throughout the holiday season. Approximately 100 Dollhouses with accessories will be purchased.
- Cooking with a Cop Program: a collaboration with Memorial Bariatric Center, Neighborhood Police Officers offer cooking classes for single minority mothers and their families, focusing on healthy lifestyles. Approximately 10 classes will be held.
- Paint and Acquaint Events: Neighborhood Police Officers sponsor events with female Officers and minority community members. Approximately two events will be held.
- Backpack Giveaway/Back to School Events: Officers and volunteers identify individuals who may need necessary school supplies, hygiene products, clothing, and haircuts/styling. Programs are held in disadvantaged census tracts and neighborhoods. Approximately 300 backpacks will be distributed.
- Sports Ventures with Neighborhood Youth: easily portable sports equipment will provide sporting events throughout disadvantaged neighborhoods, providing activities that serve as alternatives to crime. Approximately 15 events will be held.
- Purchase of approximately 500 *Ring* doorbells to provide to homeowners in high crime areas, iPad tablets to aid in community events, RMR firearms sighting systems, *REXIT* quick entry tools to equip law enforcement, cameras, rental equipment, and communication tools.
- Contractual obligations required to offer these programs including but not limited to software; *ShotSpotter* program expansion in quadrant 4; *Ring* doorbell subscriptions; ~~and~~ printing, rental, technology, gaming, and fitness programs, after school programs, recreational programs, ~~and~~ catering services; updates and upgrades to sports recreation courts/fields; the purchase of items for afterschool programming, sports camps and athletic experiences for at-risk youth; vehicle repair voucher program; laundry services for low income individuals; laundry services for homeless individuals; mobile surveillance systems; personnel costs for staffing related community connections events; and a *Ring* Doorbell installation contractor.

- ~~Consultants to aid in the marketing and event management for the *Community Connection* events.~~

Grant funding will provide several training opportunities for Law Enforcement Officers including:

- Fair and Impartial Police Training Courses for approximately 400 officers. This course is intended for all officers and contains a community engagement component that helps foster trust and transparency.
- Tuition at Lincoln Land Community College for 5 individuals within the community, employing them while paying for 2 years of college. After completing the program, the employees will be offered first consideration for the Police Department.
- Tuition at University of Illinois Springfield for 4 prospective employees seeking collegiate law enforcement degrees. After completing the program, the employees will be offered first consideration for the Police Department.

Specifically, Grant funds will include all costs, including any that are prior incurred, associated with the project as follows:

- **Personnel (Salaries & Wages)** - to include gross salary costs for various team members, ~~employees~~, limited to verifiable time on program activities, for the length of time as identified in the budget filed with the Grantor, ~~to include costs~~ associated with full-time and part-time general salaries, and overtime costs of the personnel for the *Community Connection Events*. These services are dedicated to the overall success of the Grantees programs.
- **Fringe Benefits** – to include costs associated with the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefits for the of the personnel for the *Community Connection Events*.
- **Equipment** – to include costs associated with the purchase of capitalized items including a Sky-Watch camera system, expansion of the Grantees body-worn-camera program, a TI Training Simulator and trailer, and a Rapid Response trailer, Crime scene processing equipment, Camera equipment for the Communications Office, and Audio-Visual components for de-escalation.
- **Supplies** – to include costs associated with the purchase of automotive gift cards, Ring Doorbells, RMR firearms sights, REXIT quick entry tools, dollhouses, supplies for the *Cooking with a Cop* and *Paint and Acquaint* events, back packs, school supplies, hygiene products, clothing, sports equipment, iPad/laptops, cameras, communications tools, and all other related items.
- **Contractual Services** – to include costs associated with contractual services including analytic and marketing software, *ShotSpotter* expansion, event equipment rental, catering, Ring doorbell subscriptions, Transparency Portal/Evaluation, printing services, technology, gaming and fitness programs for youth, recreational programs, ~~and~~ after school programs, update and upgrade sports recreation courts/fields, purchase items for afterschool programming, sports camps and athletic experiences for at risk youth, vehicle repair voucher program, laundry services for individuals unable to afford to pay, laundry services for homeless individuals, mobile surveillance systems, personnel costs for staffing related community connections events, Ring Doorbell installation contractor, and all other related items.
- ~~**Consultant Services** – to include costs associated with consultant fees and services including:~~
Marketing Coordinator: To offer a full complement of engagement opportunities and showcase the events within the community to garner discussion, leading to future events.
Event Coordinator: To plan, promote and evaluate all events. Preference will be given to retired police/fire professionals who are familiar with the targeted areas and underserved populations.

- **Training and Education** – to include costs and educational fees associated with Fair and Impartial Police Training, tuition at Lincoln Land Community College, and tuition at University of Illinois Springfield.

The completion of this project will benefit the public by reducing the incidence of violent crime through prevention, advanced detection, and improved response times. The engagement with at-risk youth will foster protective factors and create positive relationships with the police department reducing the likelihood of delinquent and/or criminal activities.

Section C - Budget Modification Worksheet & Narrative

City of Springfield

6). **Contractual Services** (2 CFR 200.318) & **Subawards** (200.92) -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities

Name of Organization	Contract or Subaward	Description of Activities	Cost
	Contract	Data Analytic Software	\$ 100,000.00
	Contract	Shotspotter Expansion	\$ 150,000.00
	Contract	Marketing Software/Operations budget for web, social media and billboard	\$ 40,000.00
	Contract	Ring Doorbell subscriptions (40 X 500)	\$ 20,000.00
	Contract	Equipment Rental for Community Connections Events	\$ 38,400.00
	Contract	Table Rental	\$ 3,600.00
	Contract	Catering	\$ 9,000.00
	Contract	Chair Rental	\$ 1,260.00
	Contract	Printing Services	\$ 21,901.00
	Contract	Transparency Portal/Evaluation	\$ 150,000.00
<i>One in A Million</i>	Subaward	Technology, gaming and fitness programs for youth.	\$ 215,000.00
<i>Springfield Park District</i>	Subaward	Recreational programs and teen mentoring, life skills, leadership development for at risk youth.	\$ 215,000.00
<i>Better Life Better Living for Kids</i>	Subaward	After school program focussing on education, community service, counseling, health, fitness, financial literacy, career	\$ 215,000.00
<i>Boys and Girls Club of Central Illinois</i>	Subaward	Update and upgrade sports recreation courts/fields, purchase items for afterschool programming	\$ 50,000.00
<i>MAX-OUT Foundation</i>	Subaward	Sport camps, and athletic experiences for at risk youth	\$29,500
<i>Lights ON!</i>	Contract	Vehicle repair voucher program	\$ 50,000.00
<i>Clean State Advocates</i>	Subaward	Laundry services for individuals unable to afford to pay	\$ 50,000.00
<i>Washington Street Mission</i>	Subaward	Laundry services for homeless individuals	\$15,000
<i>Flock Safety, Inc</i>	Contract	Mobile surveillance systems	\$75,000

2025-473

City Water, Light & Power	Contract	Personnel costs for staffing related community connections events	\$72,835
Jermaine Ward	Contract	Ring Doorbell installation contractor	\$11,286
			\$ -
		State Total	\$ 1,532,782.00

Contractual Services Narrative:

• Data Analytic Software (\$100,000.00) - the purchase of data analytic software will assist SPD officers by utilizing historical information to calculate and predict future nefarious activity. • Shotspotter Expansion (150,000) - The SPD will expand the Shotspotter capabilities and additional 2 square miles. • Audio Visual Components for De-escalation - (\$78,000) - Technological Components to assist in emergency response incidents and de-escalation before entry into a residence. • Marketing Coordinator - (\$65,000/year) - To offer citizens a full complement of engagement opportunities, the SPD will contract with a marketing specialist. This position is designed to showcase the events of the SPD within the community to garner discussion, leading to future events. Having a professional capitalize on the great engagement efforts will restore trust and confidence. • Marketing Software - (\$40,000) - The SPD, in conjunction with the Marketing Consultant, will purchase/upgrade necessary software to plan, market, and evaluate Community Connections events. • Ring Doorbell Subscriptions (\$40 X 500) - Each household with a Ring Doorbell installed will receive a one-year subscription. • Equipment Rental - (\$38,400) The SPD will contract with a local vendor to supply all equipment and recreational supplies for three Community Connections event. • Table Rental (60 X \$20 X 3 = \$3,600) - The SPD will rent 20 8 foot folding tables or three Community Connections events to be used by City employee representatives and Community Resource members. • Catering (600 meals X \$15 = \$9,000) - The SPD will provide 600 sack lunches and snacks at each of three Community Connections events. • Chair Rental (600 X \$2.10 = \$1,260) - The SPD will rent 20 Chairs @ \$2.10 for three Community Connections events to be used by Community Resource members in their booths. • Printing Services (\$21,901) - The City of Springfield Communications Department will contract with a local printshop to prepare marketing collateral to promote the Community Connections events. The cost for one mailer for each household in underserved areas is approximately and signage is \$20,901. • Transparency Portal/Evaluation Program - (\$150,000) - Power DMS software component that seeks the community's feedback regarding SPD's customer service. Again this will foster transparency and trust

Amendment Proposal Narrative #1 The original budget called for design and construction for a teen empowerment zone intended to provide programs for youth in the area. The above proposed subaward recipients are all proposing programs that would provide the programming for at risk youth in that area.

Amendment Proposal Narrative #2 • Boys and Girls Club of Central Illinois has been a positive place for children in the Springfield area since 1956. They serve approximately 1000 youth every day, providing academic programs and healthy activities for youth in our community. These funds will be used to update their current sports facilities and purchase items needed for programming. • MAX-OUT Foundation is a community organization started by a local sports hero which provides extra-curricular activities, health education and teen empowerment to youth for over ten years in the Springfield area. These funds will provide equipment for the programs and an opportunity for at risk youth in our community to attend camps and events at no cost. • Lights ON! partners with law enforcement and auto service providers to replace traffic tickets with repair vouchers. The SPD had previously put money into the budget to purchase gift cards for this purpose, but had difficulty managing how the system would work. Lights ON! handles the voucher systems so that a stop for a broken taillight can turn into a positive encounter with law enforcement. • Clean Slate Advocates is dedicated to providing clean laundry solutions for underserved communities. These funds will provide laundry services free of charge for those who cannot afford to pay. • Washington Street Mission has been providing services in the Springfield community for over 100 years. The Mission provides many programs from basic needs, clothes, social services, job readiness and laundry services. The proposed funding would provide for equipment and one year of laundry services at the mission where they process 8,000 to 10,000 loads of laundry per year for the homeless individuals who access services at the Mission. • The Department has an established relationship with Flock Safety, who provides a variety of public safety technology equipment. This funding (\$75,000) would provide for three mobile video surveillance trailers. In recent years the requests for additional security at community events has been significant. These surveillance trailers would assist in providing safe environments for community events. • City Water, Light & Power has provided personnel for community connections events. In the previous budget this was approved as personnel costs and fringe benefits, however it was not possible to process payments in this manner as they were not Police Department employees. Moving those funds (\$72,835) to contractual will allow the Department to reimburse CWLP for the employees who attend and assist with the

State Total \$ 1,532,782.00

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police Department

CONTACT PERSON: Kalvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

EMERGENCY PASSAGE: No Yes If yes, explain justification - See attached document

FISCAL IMPACT: \$50,000.00

SUGGESTED TITLE: Ordinance Authorizing Sub Recipient Grant Agreement with Clean Slate Advocates Inc and Budgetary Transfer for Payment in an amount Not to Exceed \$50,000.00 through the Department of Commerce & Economic Opportunity Community Connections Grant NO. 23-203186 for the Springfield Police Department

CONTRACTOR / VENDOR NAME: Clean Slate Advocates Inc NFP VENDOR NO: VC*8758

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$50,000.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: _____
- Exception: _____
- Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes
Is Purchasing Agent approval attached? No Yes

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	ILCJ	2110 50,000.00
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Sub Recipient Agreement, Approved Amendment to Grant Agreement #002

STAFF ANALYSIS

Sub Recipient Agreement between City of Springfield and Clean Slate Advocates in the amount of \$50,000.00 to provide laundry services for individuals in the community who are unable to afford the costs of laundry services. Clean Slate Advocates agrees to report expenses and reports on services provided on a monthly basis.

Budgetary Transfer in the amount of \$50,000.00 to allocate expenses to the appropriate expense line: \$50,000.00 From: 001-112-POLC-ILCJ-1232 To: 001-112-POLC-ILCJ-2110

FUNDS CHECK BY: C. Heingel

Date: 10/20/2025

DIRECTOR / SUPERVISOR: D.C. [Signature]

Date: 10-20-25

CITY PURCHASING AGENT: [Signature]

Date: 10/21/2025

SIGN OFF: [Signature]

[Signature]

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2025-473

AN ORDINANCE AUTHORIZING THE EXECUTION OF A TENTATIVE FIVE-YEAR AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES, AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 337, FROM OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2029

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield has been negotiating over the past several months with the American Federation of State, County and Municipal Employees (AFSCME), Local 337, regarding a collective bargaining agreement for certain employees within the Office of Public Utilities; and

WHEREAS, it is necessary to execute the Tentative Agreement, a copy of which will be on file in the Office of the City Clerk and as summarized on Exhibit "A" attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves the Tentative Agreement for certain employees within the Office of Public Utilities with the American Federation of State, County and Municipal Employees, Local 337, from October 1, 2025, through September 30, 2029, a copy of which shall be on file in the Office of the City Clerk and as summarized on Exhibit "A" attached hereto. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City of Springfield.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel /Date

EXHIBIT A

City of Springfield and AFSCME 337 Summary of contract changes 2025 through 2029

1. Article IX – Hours of Work & Overtime
 - Clarification and definition of work hour hours and summer hours.
 - Increase meal allowance from \$12 to \$18.
 - Adding 8 hours rest language for emergency field work.
2. Article X – Seniority/vacancies/layoffs
 - Adding procedure for the filling of temporary foreman vacancies in Lake Services.
 - Establishment of a training committee.
3. Article XI – Probationary Requirements
 - Outlining evaluation process.
4. Article XII – Leaves of Absence
 - Decreasing eligibility for leaves of absence from after 12 to 6 months of employment.
 - Clarifications to personal days – eliminating tiered system and basing the number of personal days on years of employment: 0-10 years = 4 personal days and 10 or greater = 5 personal days.
 - Clarification to bereavement leave consistent with City Code.
 - Addition of the City’s Maternity/Paternity leave policy.
 - Addition to allow for benefit time donation.
5. Article XIII – Sick benefits
 - Individualizing sick bonus and sick day bonus days.
6. Article XVI – Job Descriptions and Duties
 - Addition of the definition of a “working foreman.”
 - Modifications to classifications, including removal of Leak Detector Foreman, Meter Repairman Foreman, and Meter Repairman.
7. Article XVII – New Construction and Subcontracting
 - Allow Employer to subcontract out lead water line replacement work from March 1, 2027 through March 1, 2038.
8. Article XIX – Health & Safety
 - Removal of the Safety Incentive.
9. Article XX – Uniforms
 - Increase in uniform allowance from \$400 to \$500 per year.
10. Article XXI – Classification & Wage Rate
 - General wage increases as follows:
 - i. 10-1-2025 2.5%
 - ii. 10-1-2026 2.25%
 - iii. 10-1-2027 2.5%
 - iv. 10-1-2028 2.25%

- v. Tier II adjustments of an additional \$0.50 for Tier II employees until reach Tier I wage scale.
 - Longevity shall be as follows:
 - i. 15 or more years receives additional \$0.50
 - ii. 20 or more years receives additional \$0.75
 - iii. 25 or more years receives additional \$1.00
 - iv. 30 or more years receives additional \$1.00 – Removing specified titles and applying to all members.
 - Increasing incentive pay for Class D Water Operator Certificate from \$1.00 to \$1.50.
11. Article XXIII – Commercial Driver’s License
- Increase the number of positions required to hold a Class A and increase incentive from \$1.00 to \$1.50.
12. Article XXV – Residency
- Incorporate residency moratorium.

	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	%	Difference \$	# in B/U before 2/2/16	# in B/U on or after 2/2/16	Hours per Year	Salary	10/1/2026		10/1/2028			
									10/1/2025 2.5% + \$0.50 Tier 2	2.25% + \$0.50 Tier 2	10/1/2027 2.5% + \$0.50 Tier 2	2.25% + \$0.50 Tier 2		
Water Department														
Communications Operator	\$29.48	\$27.69	6.45%	\$1.79	1	1	2080	\$61,314.66	\$62,847.52	\$64,261.59	\$65,868.13	\$67,350.16		
Complaint Man 7-3:30	\$34.64	\$32.16	7.71%	\$2.48	2	2	2080	\$144,107.81	\$147,918.50	\$151,246.67	\$155,027.84	\$158,515.96		
Complaint Man Foreman	\$40.78	\$37.14	9.80%	\$3.64	1	1	2080	\$84,813.66	\$86,934.01	\$88,890.02	\$91,112.27	\$93,162.30		
Crew Foreman	\$40.78	\$37.14	9.80%	\$3.64	5	5	2080	\$424,068.32	\$434,670.03	\$444,450.10	\$455,561.36	\$465,811.49		
Janitor: Second shift	\$24.17	\$23.26	3.93%	\$0.91		1	2080	\$48,376.64	\$50,626.06	\$52,694.67	\$54,012.04	\$55,227.31		
New Construction Laborer	\$39.14	\$35.77	9.43%	\$3.37		2	2080	\$148,793.63	\$154,593.47	\$160,151.83	\$162,821.57	\$162,821.57		
New Construction Foreman	\$44.08	\$39.99	10.24%	\$4.10	1	1	2080	\$91,689.94	\$93,982.18	\$96,096.78	\$98,499.20	\$100,715.44		
Night Complaint Man	\$34.86	\$32.19	8.29%	\$2.67		2	2080	\$133,924.54	\$139,560.66	\$144,780.77	\$150,480.29	\$155,946.10		
Office Systems Operator	\$31.38	\$29.28	7.16%	\$2.10		1	2080	\$60,898.24	\$63,460.70	\$65,928.56	\$68,616.78	\$71,200.65		
Relief Complaint Man 7-3:30	\$34.64	\$32.16	7.71%	\$2.48		2	2080	\$133,788.51	\$139,421.22	\$144,638.20	\$150,334.16	\$155,796.68		
Storeroom Keeper	\$33.64	\$31.17	7.92%	\$2.47	1	1	2080	\$69,964.34	\$71,713.44	\$73,327.00	\$75,160.17	\$76,851.28		
Storeroom Foreman	\$40.78	\$37.14	9.80%	\$3.64	1	1	2080	\$84,813.66	\$86,934.01	\$88,890.02	\$91,112.27	\$93,162.30		
Watchman: Days Shift	\$24.42	\$23.47	4.07%	\$0.95		1	2080	\$48,808.86	\$51,069.09	\$53,236.18	\$54,567.08	\$55,794.84		
Watchman: Second Shift (M-F)	\$27.06	\$25.67	5.41%	\$1.39		1	2080	\$53,403.17	\$55,778.25	\$58,073.26	\$60,473.23	\$61,833.88		
Watchman: Second Shift (Sat-Sun)	\$25.17	\$24.09	4.47%	\$1.08			2080							
Watchman: Third Shift	\$25.45	\$24.32	4.62%	\$1.12		1	2080	\$50,591.63	\$52,896.42	\$55,126.59	\$56,858.75	\$58,138.07		
Water Locator Assistant	\$37.02	\$34.00	8.90%	\$3.02	2	2	2080	\$154,016.93	\$157,867.35	\$161,419.37	\$165,454.85	\$169,177.58		
Water Locator Foreman	\$40.78	\$37.14	9.80%	\$3.64	1	1	2080	\$84,813.66	\$86,934.01	\$88,890.02	\$91,112.27	\$93,162.30		
WSMM First Year	\$28.07	\$26.52	5.86%	\$1.55		3	2080	\$165,472.94	\$172,729.77	\$179,736.19	\$187,349.59	\$192,417.55		
WSMM Over One Year	\$31.09	\$29.04	7.06%	\$2.05			2080							
WSMM Over Two Years	\$32.45	\$30.18	7.53%	\$2.27		6	2080	\$376,606.46	\$392,261.63	\$407,327.51	\$423,750.70	\$439,525.09		
Administrative Lake Services														
Janitor: Day Shift	\$23.43	\$22.63	3.50%	\$0.79	1	1	2080	\$48,727.74	\$49,945.94	\$51,069.72	\$52,346.46	\$53,524.26		
Lake Area Maintenance Foreman	\$40.78	\$37.14	9.80%	\$3.64	2	2	2080	\$169,627.33	\$173,868.01	\$177,780.04	\$182,224.54	\$186,324.59		
Maintenance Equipment Operator	\$27.86	\$26.34	5.77%	\$1.52	3	5	2080	\$447,831.49	\$464,227.28	\$479,872.39	\$497,069.20	\$509,282.41		
Electric Department														
Building Maintenance Man First Year	\$30.53	\$28.57	6.85%	\$1.96			2080							
Building Maintenance Man Over One Year	\$31.44	\$29.33	7.19%	\$2.11			2080							
Building Maintenance Man Over Two Years	\$32.68	\$30.37	7.61%	\$2.31	1	1	2080	\$131,159.39	\$135,478.38	\$139,566.64	\$144,095.81	\$148,377.96		
Yard Maintenance Man First Year	\$27.57	\$26.10	5.64%	\$1.47			2080							
Yard Maintenance Man Over One Year	\$30.71	\$28.73	6.92%	\$1.99			2080							
Yard Maintenance Man Over Two Years	\$31.92	\$29.73	7.35%	\$2.19	2	1	2080	\$194,609.38	\$200,514.61	\$206,066.19	\$212,257.84	\$218,073.65		
Yard Maintenance Man Foreman	\$40.78	\$37.14	9.80%	\$3.64	1	1	2080	\$84,813.66	\$86,934.01	\$88,890.02	\$91,112.27	\$93,162.30		
		Averages	6.97%	\$2.18	25	27	Totals	\$3,497,036.61	\$3,613,166.52	\$3,722,410.33	\$3,837,278.67	\$3,935,355.71	AVG	
		\$27.78							3.32%	3.02%	3.09%	2.56%	3.00%	
Tier 2 matchers Tier 1 rate														
Longevity 20yrs = \$0.75	\$	-	\$	24,960.00	\$	26,520.00	\$	26,520.00	\$	26,520.00	\$	29,640.00		
Uniforms	\$100	\$	\$	5,200.00	\$	5,200.00	\$	5,200.00	\$	5,200.00	\$	5,200.00		
CDL - A (32)	\$1.5 / \$1	\$	\$	33,280.00	\$	33,280.00	\$	33,280.00	\$	33,280.00	\$	33,280.00		
IEPA D (5)	\$1.5 / \$1	\$	\$	5,200.00	\$	5,200.00	\$	5,200.00	\$	5,200.00	\$	5,200.00		
Safety Inc.	\$450	\$	\$	23,400.00	\$	-	\$	-	\$	-	\$	-		
Personal Day	4/5	\$	\$	480.00	\$	1,680.00	\$	2,640.00	\$	3,120.00	\$	-		
	Totals	\$3,520,436.61		\$3,682,286.52	\$3,794,290.33	\$3,910,118.67	\$4,011,795.71	AVG	4.60%	3.04%	3.05%	2.60%	3.32%	
										\$161,849.92	\$273,853.73	\$389,682.06	\$491,359.10	\$1,316,744.81

2025-474

AGREEMENT

BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES

LOCAL UNION 337 AND
CITY OF SPRINGFIELD OFFICE OF PUBLIC
UTILITIES

OCTOBER 1, 2025 - SEPTEMBER 30, 2029

Table of Contents

MEMORANDUM	1
ARTICLE I - PURPOSE AND SCOPE OF AGREEMENT	1
ARTICLE II - RECOGNITION	1
ARTICLE III - NON-DISCRIMINATION	1
ARTICLE IV - DUES CHECKOFF	2
ARTICLE V - MANAGEMENT RIGHTS	3
ARTICLE VI - UNION RIGHTS	3
ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE	4
ARTICLE VIII - DISCIPLINE	6
ARTICLE IX - HOURS OF WORK AND OVERTIME	7
ARTICLE X - SENIORITY/VACANCIES/LAYOFFS	10
ARTICLE XI - PROBATIONARY REQUIREMENTS	14
ARTICLE XII - LEAVE OF ABSENCE	15
ARTICLE XIII - SICK BENEFITS	18
ARTICLE XIV - HOLIDAYS	19
ARTICLE XV - VACATION	20
ARTICLE XVI - JOB DESCRIPTIONS AND DUTIES	21
ARTICLE XVII - NEW CONSTRUCTION AND SUBCONTRACTING	27
ARTICLE XVIII - SHORELINE RENOVATION	28
ARTICLE XIX - HEALTH AND SAFETY	29
ARTICLE XX - UNIFORMS	29
ARTICLE XXI - CLASSIFICATION AND WAGE RATE	30
ARTICLE XXII - AMENDMENT	32
ARTICLE XXIII - COMMERCIAL DRIVERS LICENSE	32
ARTICLE XXIV - DRUG TESTING	34
ARTICLE XXV - RESIDENCY	34
ARTICLE XXVI - TERMINATION	34
APPENDIX A – WAGES	35
APPENDIX B – DRUG TESTING	36

MEMORANDUM

This is a written Agreement reached between the authorized representatives of the CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES, Springfield, Illinois, and LOCAL UNION NO. 337 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, which, for convenience sake, may be referred to hereinafter as "Agreement" and the parties above mentioned may be referred to as the "Employer" and the "Union", respectively.

ARTICLE I - PURPOSE AND SCOPE OF AGREEMENT

Section 1. This Agreement has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. To further the method which will provide to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, cleanliness of facilities and protection of property.

Section 2. It is recognized by this Agreement to be the duty of the Employer and the Union to cooperate fully, individually and collectively for the advancement of said conditions.

ARTICLE II - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of work and the resolution of differences for all employees in the job classifications shown on the Wage Schedule, Article XVIII, of this Agreement.

Section 2. The term "Employee" or "Employees" shall mean any employee or employees within the bargaining unit represented by the Union who is active in the payroll system or on an approved unpaid leave of absence.

Section 3. Changes in existing job classifications, or addition of new job classifications, shall not become effective until they have been reviewed by the Union.

ARTICLE III - NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to the age, sex, marital status, race, color, sexual orientation, creed, religion, national origin, political affiliation (or lack thereof) or physical or mental disability or for other non-merit factors. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Employer and the Union will make a concerted effort to comply with all requirement of State and Federal statutes applicable to employees in the workplace.

All references to employees under this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Section 2. Union Activity.

Neither the Employer nor the Union shall interfere with the rights of employees covered by this Agreement to

become or not become members of the Union, and there shall be no discrimination against any employees because of Union membership or non-membership.

Section 3. Equal Employment/Affirmative Action.

The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable State and Federal laws and regulations, including but not limited to, the Americans with Disabilities Act (ADA), Equal Employment and Affirmative Actions.

ARTICLE IV - DUES CHECKOFF

Section 1. Deductions.

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following: (1) Union membership dues, assessments, or fees or (2) P.E.O.P.L.E. contributions.

The Employer shall honor employee's individually authorized deductions. Such authorized deductions may only be revoked in accordance with the terms under which an employee voluntarily authorized said deduction. Written authorization may be evidenced by electronic communication and such writing or communication may be evidenced by the electronic signature of the employee.

An employee who has previously authorized payroll deductions pursuant to this Section shall continue to have such deductions made and shall not be required to reauthorize such deductions unless the employee has specifically authorized revocation of deductions pursuant to Section 2 of this Article. Upon receipt by the Union of an appropriate written authorization from an employee a copy of said authorization shall be provided to the Employer and any authorized deductions shall be made in accordance with law and shall be remitted to the Union in accordance with the current procedures and at the address designated by the Union.

The Local, State or International Union shall advise the Employer of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

When an employee has authorized payroll deductions for Union membership, the wage stub will state "Union dues" and the amount of deduction.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the Employer timely notice and written authorization of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in such authorizations and payroll deductions. Upon receiving notice and written authorization the Employer shall commence deductions as soon as practicable, but shall be no later than thirty (30) days after receipt from the Union. Employee deductions shall be transmitted to the Union as soon as practicable and within the prescribed procedures of the Employer from the date of the deduction.

The Employer will not cease voluntary deductions from a bargaining unit employee unless directed to do so by the Union. If a bargaining unit employee requests a change in membership/dues status, the employee will be referred to the Union.

Section 2. Revocation.

All employees covered by this Agreement who have signed Union dues checkoff cards for the Union prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such

dues deductions within the terms of their individual authorization and the procedures defined in this Agreement.

Section 3. Indemnification.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability and, subject to the approval of the court or other applicable trier or decision maker in the proceeding, for all legal costs arising from any action taken or not taken by the Employer in compliance with this Article. If the Employer does not comply with this Article, the Union shall not be held responsible for this section. Employer has the right to select counsel of its choice to defend any such claims, demands, suits, or liabilities and to direct all aspects of its defense in such matters.

ARTICLE V - MANAGEMENT RIGHTS

Subject to the provisions of this agreement and Public Act 83-1012, the Employer retains the inherent management authority and is vested with the exclusive right to control its operation, to determine its policies, its overall budget, the manner of exercise of its functions, and the direction of its work force and to maintain efficiency provided the exercise of such rights by management does not conflict with specific provisions of this agreement.

ARTICLE VI - UNION RIGHTS

Section 1. Union Activity During Working Hours.

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings or other hearings or meetings agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievant, and if such attendance does not significantly interfere with the Employer's operations. Such denial shall be submitted to the employee in writing prior to the start of the meeting. The denial shall include the bona fide reason for the denial and shall include an explanation beyond "operational need."

After giving appropriate notice to their supervisor, employees shall be allowed time off without pay or use accrued benefit time, excluding sick time, to attend AFSCME certified steward training, if such attendance does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) days for each steward for the term of this Agreement.

Additionally, when new local union presidents are elected they shall be entitled to two paid days off or use accrued benefit time, excluding sick time, to attend the AFSCME Council 31 New President Orientation.

Section 2. Information Provided to Union.

The Employer shall submit to the Local Union, upon request, the current seniority roster and reemployment lists, applicable under the seniority provisions of this Agreement.

Section 3. Labor/Management Meetings.

Labor/Management meetings may be conducted once every month (if needed). Union and Management will submit agenda items to the designated representatives five (5) days prior to the scheduled Labor/Management meeting.

The number of participants for the Union will not exceed four (4) employees. Labor and Management may

request additional participants to clarify the issues under discussion.

Section 4. Union Access.

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, District Council representatives, or International representatives shall have access to conduct Union business, provided the Union first notifies the Employer and does not unduly interfere with the operational requirements of the Employer.

Section 5. Official Union Work.

No authorized representative of the Union who is required to be involved with the Employer in negotiations or grievance discussions shall lose pay for time spent away from work as qualified below.

They will be paid the applicable rate provided in Article XVIII. Regarding special assignment pay (e.g. new construction rate and seasonal rates), the special assignment pay will be paid provided that no other person is "stepped up" to fill the job classification that the subject person holds. Special assignment pay will not be paid when discussions and negotiations occur during inclement weather. The recognition of appropriate rates of pay will be subject to the daily work assignments as assigned by the area superintendent. At no time will overtime rates be paid during negotiations or grievance discussions. Pay is not provided for time spent in negotiation or grievance discussions outside the individual's normal work shift.

Overtime shifts turned down by an individual will not be subject to reassignment on callout sheet; they will be treated as normal turndowns. In all cases where any Steward or Union Representative is required to conduct Union business, he should notify his Supervisor prior to conducting the union business, and return as soon as he has completed the union business.

Section 6. Bulletin Boards.

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places at the Distribution Center, Lake Services and other appropriate areas to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance, disagreement or dispute which may arise between the parties or members including but not limited to the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Section 1. Grievance Procedure.

Step 1 - No more than two members of the Union Grievance Committee, with or without the employee, shall discuss his grievance with the division Superintendent as soon as practical or within fifteen (15) working days of the date the disagreement occurred or the employee's knowledge of the occurrence. The division Superintendent shall respond to the grievance as soon as possible but not later than three (3) working days.

Step 2 - If the disagreement is not resolved within three (3) working days, the grievance shall be reduced to writing and signed by the employee and the Union Steward or an elected official of the Union and presented to the appropriate Division Manager. This must be done within fifteen (15) working days after the response in Step 1 is due. The appropriate Division Manager shall respond to the grievance within seven (7) working days to the employee and the Local Union Grievance Committee.

Step 3 - If the grievance remains unresolved, it shall be presented by the Union Grievance Committee within fifteen (15) working days after the response in Step 2 is received in writing, to the Public Utilities General Manager or his designated representative. The Public Utilities General Manager shall respond in writing within seven (7) working days to the Union.

Step 4 - After the employer has given its response in the third step of the grievance procedure, if the Union remains unsatisfied with the result, it may request mediation of the grievance, the procedure of which is as follows:

1. If the Union or employer desires mediation, it shall notify the other party in writing of such desire within thirty (30) days after the Employer gives its third step answer.
2. After notice is given by either party and the parties mutually agree to mediation, the Employer shall promptly notify the Federal Mediation and Conciliation Service (FMCS) of the grievance referral. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation.
3. The grievant shall have the right to be present at the mediation conference.
4. There shall be one person from each party designated as spokesperson at the mediation conference. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.
5. The mediator may provide the parties with an immediate oral advisory decision with respect to any grievance involving the interpretation or application of the collective bargaining agreement, together with the reasons for his or her decision, unless both parties agree that no decision shall be provided. The authority of the mediator is limited to an advisory decision interpreting and applying the provisions of the collective bargaining agreement. If the grievance referred to the mediator does not involve the interpretation or application of the collective bargaining agreement or does not arise out of other circumstances and conditions of employment, the mediator shall so advise the parties and terminate the mediation proceedings.
6. In the event that a grievance which has been mediated is appealed to arbitration, no person serving as a mediator between these parties may serve as arbitrator nor may any such person be placed on any panel for which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held and there shall be no references to or use made of any statement, oral or written, or things done at the mediation conference. The advisory decision of the mediator shall not constitute a precedent unless the parties otherwise agree.
7. If no settlement is reached at mediation, the Employer and the Union shall conclude the mediation conference with a joint statement in writing terminating the mediation.
8. The fees and expenses of the mediator and the mediation office shall be shared equally by the parties.

Step 5 - If the grievance is still unsettled, the Union may, within fifteen (15) working days after mediation, by written notice to the other, request arbitration.

Section 2. Arbitration.

If the representatives of the Employer and of the Union are unable to reach an agreement on any grievance then such grievance shall be referred to arbitration.

If arbitration becomes necessary, the parties shall meet in an attempt to select a mutually acceptable arbitrator. If unable to reach an agreement, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at anytime after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

The parties hereto agree that the decision of the arbitrator shall be final and binding on the parties hereto.

The expenses and fees of the arbitrator and the cost of the hearing room shall be split equally between the parties. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for an equal cost of the verbatim record as noted above.

Section 3. Civil Service.

The members of this unit covered by this Agreement are classified employees for purposes of Civil Service administration for the City of Springfield. As classified employees, the members are accorded certain rights regarding review of disciplinary action, demotions or layoffs, such matters possibly being a subject for the grievance procedure included in this Agreement. In those instances in which a member has elected to pursue his rights through procedures established by the Civil Service Commission of the City of Springfield, the subject matter of that action shall not be a basis for any grievance under the provisions of this Agreement. If a member initially files a grievance and subsequently elects to pursue redress or other relief through Civil Service procedures, the grievance procedure shall no longer apply to the subject matter raised and be suspended, and the grievance dismissed. When a member so elects to utilize Civil Service procedures, this procedure shall be the exclusive means by which redress or relief is sought or an issue is resolved on any matter, which may be initially eligible to be a subject of a grievance.

ARTICLE VIII - DISCIPLINE

Section 1. Discipline.

While the parties agree with the tenets of progressive and corrective discipline, disciplinary action may include any of the following, but shall be initiated in light of the seriousness of the offense:

- Oral reprimand;
- Written reprimand;
- 1 day suspension
- 3 day suspension;

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5 day suspension;
15 day suspension;
30 day suspension;
Discharge (notice to be given in writing).

Disciplinary action may be imposed upon a certified employee for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action- giving rise to the discipline and has had a reasonable period of time to investigate the matter but in no case later than 60 days.

Section 2. Reprimand.

If the Employer has reason to reprimand an employee it shall be done whenever possible in a manner that will not embarrass the employee before other employees or the public.

Section 3. Notice.

For discipline other than reprimands, the Employer shall hold a pre- deprivation meeting. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union steward forty-eight (48) hours in advance of the meeting and reasonably in advance of such meeting shall provide the steward with the alleged infraction. The Employer then shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 4. Demotion.

Demotions shall not be used as a disciplinary measure, however, the parties recognize that circumstances may exist where the interests of the Employer or the employee may be best served by such action and in such cases demotion shall be appropriate.

Section 5. Union Representatives.

An employee, will have a right to union representation during the imposition of discipline.

Section 6. Removal of Discipline.

Any oral reprimand or written discipline imposed shall be removed from an employee's record, if, one (1) year passes without the employee receiving any additional discipline. Any suspension imposed, except for suspensions resulting from positive drug and/or alcohol tests shall be removed from an employee's record, if, from the date of the last disciplinary action, three (3) years pass without the employee receiving any additional discipline. However, such suspension may be used against an employee for the purposes of promotion for up to 5 years.

ARTICLE IX - HOURS OF WORK AND OVERTIME

Section 1. Work Day.

Five (5) eight (8) hour days, Monday through Friday inclusive, forty (40) hours, shall constitute the workweek. Eight (8) hours within each twenty-four (24) hour period shall constitute the workday. Regular work hours shall be from 7:00 a.m. to 3:30 p.m.. The parties agree to a summer hours work schedule of 6:00 a.m. to 2:30p.m. from

Memorial Day to Labor Day. This change does not apply to shift workers.

Section 2. Lunch.

A thirty (30) minute lunch intermission time shall be provided between the hours of 11:00 A.M. and 1:00 P.M. The thirty (30) minute lunch intermission time shall be defined as the period between the time work stops on the job site to the time work starts on the job site. The workday as defined in Section 1 of this Article shall be exclusive of this thirty (30) minute time period, and shall apply to non-shift labor only.

If non-shift employees are requested to work during their lunch period and are not given an opportunity to eat lunch, they shall be compensated at the double time rate.

Section 3. Varying Work Week.

The Employer may establish another regular work week for a minimum number of individuals or crews, provided the Union shall be notified. However, there shall be no changes in the work week to avoid paying overtime. Temporary employees hired between May 1st and October 1st may perform work similar to that being performed by Union members.

Section 4. Additional Meals.

When it is necessary that employees continue to work for three (3) hours or more after their regular quitting time, they shall be furnished a meal at the Employer's expense. No alcoholic beverage may be served when a meal is at the Employer's expense and the employee is returning to work. Employees shall be paid a minimum rate of four (4) hours pay at double time unless prearranged (Section 11), then at time and one-half. The Employer shall furnish additional meals for such men at intervals of not more than six (6) hours thereafter while they continue to work. Men working emergency overtime shall be furnished a meal at intervals of not greater than six (6) hours, commencing with the time they report for work.

If an employee is called in more than two (2) hours but less than six (6) hours before the start of their shift, that employee shall receive a meal allowance, the meal to be taken as soon as possible based on operational needs. No additional time will be granted to eat the meal.

A nontaxable allowance of \$18.00 per meal will be granted for all meals earned. A maximum of one (1) hour shall be sufficient in which to receive a meal and meals shall not include any alcoholic beverages if employee(s) are returning to work. When employee(s) are returning to work, meals shall be purchased in the area of town in which the employee(s) are working.

Section 5. Early Reporting.

A minimum of four (4) hours at double time rate shall be paid to all employees who are required to report to work two (2) or more hours before regular starting time. If required to report less than two (2) hours before start, they shall receive double time pay until the regular starting time.

Section 6. Weekend & Holidays.

Any employee called to work on Saturdays, Sundays and Holidays shall receive not less than four (4) hours at double time rate of pay. Any employee on call out shall be required to perform all emergency work within his classification during the call out period.

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Section 7. Overtime Call Out.

All overtime shall be equally and impartially divided among bargaining unit employees doing the same class of work, insofar as practical. Bargaining unit employees should be called first on any overtime. If overtime is available in the office on holidays, weekends, vacations, personal days and other time off situations and the office personnel do not want to work, this overtime shall be divided between all other employees in the bargaining unit on a rotating basis so long as they are qualified. The overtime rate of pay shall be based on their own classification wage rate. This overtime shall be administered by their respective Superintendent or his designee.

All emergency and other cases of overtime shall be equally and impartially divided among members of the bargaining unit on a rotating basis, by seniority in each job classification, and administered by their Superintendent or his designee. If Local No. 337 fails to provide an adequate number of qualified employees in the bargaining unit to work overtime in emergency situations, the Superintendent or his designee may fill the required positions with any employee deemed qualified outside of the bargaining unit.

Section 8. Consecutive Work Hours.

All overtime work on Sundays and holidays shall be paid at the double time rate. Employees shall be paid at the rate of double time for all overtime not specified otherwise. In addition, all employees who have worked more than eight (8) consecutive hours, but not less than sixteen (16) hours immediately preceding their regular shift, shall receive the double time rate for working their regular shift.

After sixteen (16) consecutive hours of work, with intermission for meals included, employees shall be paid double time until released from work. The Employer may release employees from work during the employees' normal work hours for rest. Such released time shall be paid at the employees' normal rate of pay. If called back to work before having eight (8) consecutive hours off duty, employees shall continue to be paid at the double time rate, except where the employee has filled an office position on a temporary, overtime basis.

All employees shall be paid at their regular straight time rate for the hours of the above rest period that falls in their regular work shift. All employees shall be available for work during the paid rest period. Notwithstanding any provisions above, no employee shall be required to work without at least eight (8) hours of rest between shifts, whether regular or overtime.

Section 9. Prearranged Overtime.

Prearranged work outside the regular work shift shall be paid at one and one half times the regular rate when notification is given ten (10) hours or four (4) working hours in advance. Ten (10) hours or four (4) working hours constitutes sufficient time to classify overtime as being prearranged. On prearranged work, the Employer shall have the option to complete job prearranged for up to eight (8) hours total, after which the rate will be at double time at the option of the crew to continue working.

Section 10. CompTime Election.

Employees shall be paid for all overtime. An employee may request and be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of 120 hours per contract year. Compensatory time shall be scheduled in advance and can be taken in four hour increments, subject to the approval of the supervisor. Compensatory hours not used shall be liquidated in cash at the end of the contract year.

Section 11. Consecutive Shifts.

No employee will be scheduled to work more than two consecutive shifts in a non-emergency situation. If an employee is scheduled to work two consecutive shifts and is up on the overtime rotation to work a third shift that employee will be passed over and another qualified employee will be scheduled.

Section 12. Unspecified Overtime.

All overtime not otherwise specified shall be paid at the double time rate. If called back after regular quitting time, no less than four (4) hours on double time basis will be paid.

All employees who have worked their regular eight (8) hour shift and continue working or are called back before having eight (8) hours of rest and work an additional eight (8) hours immediately preceding their next regular shift shall receive eight (8) hours of rest from the time they are released from work until required to return to work. If called back to work before having eight (8) consecutive hours off duty (rest period) employees shall have the option to accept or decline the call back. If the employee accepts the call back they shall be paid the double time rate for all hours worked until the regular starting time.

Employees will be paid for the hours of the above rest period that fall in their regular work shift. Employees will be required to return to work for any hours remaining in their regular shift after receiving eight (8) hours of rest or request benefit time off.

Employees may use compensatory time in one (1) hour increments for any remaining regular shift hours. The use of compensatory time in one (1) hour increments applies only to Article IX, Section 12 of this contract.

All employees who are called back to work for emergency field work on a Sunday or holiday and work eight (8) or more hours immediately preceding their next regularly scheduled shift, shall receive eight (8) hours of rest, without loss of pay, from the time they are released from work until required to return to work.

ARTICLE X - SENIORITY/VACANCIES/LAYOFFS

Section 1. Seniority Recognition.

After six (6) months of continuous employment in the bargaining unit, seniority shall be recognized and the senior employee shall be given preference.

Section 2. Public Utilities Division.

Divisions within the Office of Public Utilities shall be the Water Department Distribution Section, Electrical Department Section and Administrative Services Section (Lake Services and Property Management Center).

Section 3. Preference.

Union employees shall have preference where promotions and overtime work are concerned. Seniority shall govern only employees covered by this Agreement.

Section 4. Openings.

When the Employer determines to fill a vacancy, the opening shall be posted five (5) working days by heads of

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the Division and all employees within the bargaining unit shall be permitted to bid on same. Where ability and qualifications to perform the required work are, among the employees concerned, relatively equal, seniority shall govern. Within twenty (20) working days after the bids are received, the successful bidder will be awarded the position and a start date determined pending receipt of medical exams and with payroll logistics and operational needs taken into consideration. In any case, the Employer will start the successful candidate in the position within thirty (30) working days after the receipt of the bids. This provision will apply only to bargaining unit bidders. One hundred twenty (120) days shall be considered a break in period. During this one hundred twenty (120) day period, the Employer and Union will evaluate work. The Employer has the right to return the employee to his previous classification at any time during the one hundred twenty (120) day period, and the job will be rebid. An employee may request to return to his/her previous classification within 30 calendar days of his/her appointment to the position.

The resulting vacancy will be filled from the previous bid list. Employees covered hereunder shall have the right to a hearing in the manner herein set forth on any differences of opinion as to the competency of employees filling a new position or vacancy, discipline administered, layoff, discharge or questions regarding seniority.

Employees with a minimum of 20 years of continuous service in the bargaining unit, and who are a minimum of age 50, may bid into posted vacancies of Complaint, Locate and Storeroom positions only and will be allowed to carry their current wages to titles with a lower hourly rate of pay.

Complaint Men with a minimum of five (5) years in title, who elect to bid into a Laborer position, shall start at the Water Service Maintenance Man: Over One Year rate of pay.

Section 5. Temporary Assignment.

An employee placed on temporary assignment to a higher paid classification shall receive the established rate of pay for the higher classification. Employees placed on temporary assignment, not to exceed two (2) weeks, to a lower paid classification, shall suffer no reduction in wages during such two (2) week period. No employee should be retained in a lower paid classification longer than necessary. Wherever possible, the lower paid classification should be filled by someone for training purposes or rotated by other qualified people. Except during the posting period, temporary job assignments shall not be made to fill permanent vacancies.

Section 6. Transfer(s).

An employee being permanently transferred out of a Division, demoted or laid off, shall be notified six (6) weeks in advance of such action. Any employee transferred, demoted or discharged for just cause will have the right of a hearing before a representative of the Employer, Civil Service, the Union and any legal counsel of the employee's choice. This section will not pertain to returning temporarily assigned employees to former Division or classification or to employees within the one hundred twenty (120) day break-in period.

Section 7. Layoffs

The Employer may layoff any employee, whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position, or because of changes in organization. However, no employees within the unit shall be laid off while there are seasonal, volunteers, interns, intermittent, temporary or probationary new hire employees serving in the same job classification within the organizational unit, for which the employee is eligible and available. In addition the Employer agrees not to utilize non-bargaining unit workers to perform the work of laid off bargaining unit employees for the purpose of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

In the event a layoff is necessary, employees will be laid off by inverse order of seniority and their ability to perform the remaining work available without additional training. Layoffs shall be within an organizational unit by classification, i.e., Water, Electric, or Administrative Services.

Employees subject to layoff shall be allowed to exercise the following options in the order set forth below subject to the employee being qualified for the position:

1. to fill a vacancy, if any as determined by the Employer, in the same classification within the same bargaining unit;
2. to displace the least senior employee with the same classification in the same bargaining unit;
3. to fill a vacancy, if any as determined by the Employer, in a classification having a lower rate of pay within the same bargaining unit;
4. to displace the least senior employee in a lower level classification within the same bargaining unit provided the employee has the skills and abilities to perform the work.

Any employee being laid off shall be notified in writing as soon as practical but no later than twenty-one (21) days before the effective date of the layoff.

An employee may waive his/her right to bump into a lower classification and choose to accept a layoff without any adverse effect upon future employment.

Employees on layoff shall not accumulate vacation, sick, or personal leave during the period of layoff. However, there shall be no loss of accumulated sick leave during layoff, except that when an employee is continuously laid off for a period of sixty (60) months, accumulated leave shall be lost. Accumulated vacation shall be paid on the next payroll following the laid off individual's last day of work.

Section 8. Recall.

An employee on layoff with the greatest seniority within the job classification in the bargaining unit shall be recalled to work first. An employee returning from layoff must be physically able to perform the assigned work.

Section 9. Loss of Seniority.

An employee shall lose his seniority if he quits, is terminated or discharged for just cause, does not return to work from layoff within ten (10) working days after being notified by the Employer by registered mail, or if the Employer has not been able to locate him at the address which he has most recently given the Employer. The Employer shall furnish the Union the name of any employee notified to report back to work on the day notification is sent to the employee.

Section 10. Seniority Accrual.

During layoff, seniority shall continue to accrue, subject to the following:

1. An employee shall be terminated if he has been on layoff for a period of time equal to his seniority at the date of layoff or five (5) years, whichever is greater.

2. An employee's seniority shall continue during:
 - a. Period of approved absence with leave
 - b. Period of absence because of injury or illness
 - c. Period of layoff because of lack of work as limited by Section 11.

Section 11. Recall Rights.

An employee notified of a recall to a job classification within his division, paying less than he was receiving when laid off, may refuse to accept such work without being terminated. Such refusal shall be in writing and mailed before ten (10) working days have passed from receipt of notice of return. An employee refusing to accept a position having the same pay as he received when laid off shall be terminated.

Section 12. Temporary Foreman Positions.

Temporary Foreman Positions:

1. Callouts: If no crew leader is available, the employee with the most bargaining unit seniority on the crew will assume the position of Foreman.
2. During Normal Working Hours: The Water Distribution Superintendent will designate a bargaining unit employee as Foreman, not based on seniority.
3. On overtime at Lake Services, when a crew is working and a foreman is not scheduled to work, qualifications being equal, the employee with the greatest bargaining unit seniority will assume the position of foreman.
4. Temporary Foreman vacancies in Lake Services shall be filled based on the most senior lake area maintenance operator. Bargaining unit seniority shall be taken into consideration when determining the successful bidder. Permanent and temporary foreman may be reassigned to different work locations by management to ensure efficiency of operations. Only current Lake Services employees will be eligible to bid. The Lake Services Superintendent will designation a bargaining unit employee as a temporary foreman.

Section 13. Promotion Process.

While the Employer retains the right to promote and fill vacancies, both parties agree it is in both parties' interest for an honest and fair process to do so. The parties agree to meet and reduce to writing an agreed upon process by which the employer will use for the purposes of promotion. Thereafter, if a change is necessary to the agreed upon process, both the Union and the Employer shall meet to discuss the changes. If, however, an agreement cannot be reached, status quo shall remain.

Section 14. Training Committee.

The parties agree to establish a new training and evaluation process for new hires and promoted employees for the purpose of increasing the quality, accountability, and knowledge of the workforce. The parties agree to establish a training committee comprised both management and Union members. The parties agree to meet and reduce to writing the process for training and evaluating new hires and promoted employees to be based on an

“apprenticeship” model.

ARTICLE XI - PROBATIONARY REQUIREMENTS

Section 1. Probationary Period.

Every person who becomes an employee must work a six (6) month probationary period before they are eligible for the conditions of this Agreement.

Section 2. Same Day Hire-in.

Employees shall enjoy the rights and privileges of seniority upon their date of hire. Employees who hire in on the same day shall submit to a seniority draw to determine the tie break. At such drawing, the union shall conduct the draw and notify the employer of the results.

Section 3. Probationary Period Notice.

Management will involve the Union officers and request their opinion before a written report is sent to the Public Utilities General Manager prior to the end of a new employee's probationary period.

Section 4. Probationary Discharges.

The Union shall not have the right to grieve over the discharge of any employee while he is on probation.

Section 5. Public Utility Seniority Rights.

Any employee, who is placed in a position by the Employer not covered under this Agreement, shall continue to acquire seniority rights as long as the Office of Public Utilities employs them. They may not use their seniority rights to bid on any job opening under this Agreement while in a position not covered by this Agreement. If said employee is removed from the above mentioned position at such time there is no appropriate job openings, they shall be paid at the applicable rate found in Article XVIII of their last held classification under this Agreement and shall be assigned such duties as are mutually agreeable to both parties of this Agreement.

Section 6. Advancement Credit.

Employees who have successfully bid temporary assignments of temporarily vacant, permanent positions (e.g. a vacancy created because another employee is on duty disability) will have experience credited toward advancement within the given classification (e.g. WSMM First Year to WSMM over 1 year) as follows: Only periods of thirty (30) consecutive working days or more worked will be credited toward qualifying experience. (Including approved leaves).

Should said employees return to a previously held classification, qualifying experience will remain valid under the following schedule: If the employee has accumulated less than six (6) months of qualifying experience, that experience will remain valid for a period of 1 year from the last working day in the temporary assignment held. If the employee has accumulated six (6) months or more of qualifying experience, that experience will remain valid for 2 years from the last working day in the temporary assignment held. Should employees return to work in the temporary classification within the above time frames for related experience, additional time served will be added to the time previously accumulated. If the time period for relative experience elapses, the employee will be considered to have no qualifying experience for purposes of advancement within the classification. A 90-day probationary period will apply to any employee who successfully bids the position should it become open on a

temporary or permanent basis.

Section 7. Evaluations.

Probationary employees, including promoted employees who are in their "break-in" periods, shall receive a minimum of two evaluations during their probationary period, one of which shall be at the mid-point of the probationary period and one of which shall be at the end of the probationary period.

ARTICLE XII - LEAVE OF ABSENCE

Section 1. Eligibility.

Employees completing six (6) months of probation upon written request shall be granted a leave of absence in accordance with the provisions of this Article.

Section 2. Personal Days.

Employees shall receive four (4) personal days on October 1st each year. Employees with at least ten (10) years of continuous City service will receive an additional day for a total of five (5) days on October 1st each year. Employees hired after October 1st will receive one personal day after each ninety (90) days of employment. The employee must give notice to his Superintendent at least twenty-four (24) hours prior to the start of the shift he desires to use as a personal day unless the personal day is used in lieu of sick leave. A personal day may only be used in lieu of sick leave to preserve bonus vacation. Personal days may not be accumulated. Only a limited number of men can be off on a personal day for any one day. The Superintendent in charge, at his discretion, shall set the number of men such that it will not disrupt operations. If an employee does not use his personal days during the contract year, he must, before the beginning of the next contract year, schedule the days on which he desires his time off. Such personal days shall be used between October 1st and March 1st and may not be rescheduled after the beginning of the new contract year. If the nature of the work makes it necessary to limit the number of personal days taken at one time or the number of employees taking personal days at the same time, the employee with the greatest seniority shall be given his choice of the period in which to take personal days.

Section 3. Bereavement Leave.

Bereavement Leave - Employees shall be granted a maximum of five (5) days of leave of absence at the regular rate of pay if a death occurs to one of the following: father, mother, legal guardian, spouse or significant other whom the employee lived with, child, or equivalent relationships established by marriage. Employees shall be granted a maximum of three (3) days at the regular rate of pay if a death occurs to his brother, sister, grandchildren or other relatives who are members of the employee's household at the time of death. Employees shall be granted one (1) day at regular rate of pay if a death occurs to his grandparents, aunt, uncle or his spouse's brothers or sisters.

Bereavement leave may be extended for eligible employees as defined by the Family Bereavement Leave Act, for up to a total of ten (10) workdays, provided that any time in excess of the paid leaves defined above will be unpaid unless the employees chooses to utilize their accrued sick leave or other benefit time.

Section 4. Duty Disability.

Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended. The first three

(3) days will be paid if the injury is determined to be compensable under the Act. Commencing with the fourth (4th) working day of disability, and continuing until and including the ninetieth (90th) calendar day from the date of the illness or injury, an employee who remains incapacitated for work shall be additionally compensated, as salary, for all workdays missed because of said illness or injury, an amount equal to the difference between compensation payable under the above- mentioned Acts and what his net salary would be were he not disabled. As used in the immediately preceding sentence, "net salary" shall mean "gross salary less State and Federal taxes, pension and union dues." The resulting amount, less deductions, shall be paid to the employee. Issues relating to compensability of work related injuries, which cannot be resolved between the employer and employee, shall be decided under the procedures of the Illinois Industrial Commission. The employee will receive full time for the day of injury. Employees who become eligible for workers' compensation benefits on or after October 1, 2015, shall not accrue benefit time while receiving workers' compensation benefits for 30 calendar days or longer, unless specifically awarded pursuant to the Workers' Compensation Act, Award or Settlement.

Section 5. Jury Duty.

An employee, who loses time from work during his regular scheduled hours because of jury duty service, including legally required appearance for examination by a jury commission prior to such jury service, or because of service under subpoena in a court of record, shall be paid for such time lost at his regular rate. Jury duty fees shall be offset against such pay.

Section 6. Military Leave.

Employees who are members of military reserve units or the Illinois National Guard shall be paid for time away from work that may be required by their respective units. This section only applies to situations where the military reserve force initiates the order and is not meant to apply in situations where an officers request is merely confirmed by the issuance of an order. Military pay shall be offset against such pay. Any employee inducted into the Armed Services shall be granted a leave of absence without pay for time spent as an active member of the military service. An employee's seniority shall continue until thirty (30) days after discharge.

Section 7. Family Medical Leave Act (FMLA).

Employees who have worked for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months may request leave pursuant to the Family and Medical Leave Act. Leaves may be requested for the birth or adoption of a child or for a serious health condition. Employees may receive a leave to take care of themselves or an eligible family member who has a serious health condition; that is, an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential treatment facility or continuing treatment by a health care provider.

An eligible employee is entitled to a maximum of twelve (12) weeks of Family or Medical leave in a twelve (12) month period. A "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave shall be used for this purpose. Employees will be required to exhaust all paid benefit time (vacation, personal days and sick leave) as part of their FMLA leave and such time will count toward the twelve (12) week limit.

Leaves to take care of a serious health condition may be taken on an intermittent or reduced schedule basis. Leaves for the birth or adoption of a child must be taken within the first twelve (12) months of the date of birth or placement.

Employees must request a leave by giving the city notice at least thirty (30) days in advance of a foreseeable leave, and as soon as practicable for an unforeseen leave.

The Employer may require employees requesting a leave to care for a serious health condition to submit medical verification from a health care provider. The employee may also be required to undergo an examination by an impartial physician. Such examination shall be paid for by the Employer. Upon return to work, the employee shall submit a fitness-for-duty certificate from a qualified health care provider.

During a Family or Medical leave, the Employer will continue to provide medical and dental coverage at the same premium rate as if the employee was still on active duty. The employee will be required to maintain individual health and/or dental premiums, if any. Payment of the employee's premium shall be due on the first day of the month and in no case later than the tenth of the month. Coverage shall cease immediately for any employee whose payment is more than thirty (30) days late.

After a leave, the employee will be restored to the position he held prior to the leave or to an equivalent position with equivalent pay and benefits. An employee who fails to return from an FMLA leave will be required to reimburse the City for the Employer's portion of the health insurance premiums paid during the leave.

Section 8. Maternity/Paternity/Adoption Leave.

In an amount equal to four weeks' pay taken consecutively is available for all full-time employees who become parents. Days must be taken in full day increments.

- (1) All employees must complete the "Certification of Pregnancy and expected Due Date Form" during the first two trimesters (26 weeks). Employees must have the form signed by their physician and return it to human resources no later than the 26th week of pregnancy.
- (2) Employees who adopt children will be eligible for this time if documentation relative to the adoption (court records, adoption agency forms, attorney briefs, etc.) are provided to human resources immediately upon its availability to the adoptive parent(s).
- (3) This paid maternity/paternity/adoption time is limited to one per employee, per year.
- (4) If both parents are eligible employees and work in the same department, the time off must be staggered in order to avoid any possible disruptions in office operations.

Section 9. Benefit Time Donation.

Employees may voluntarily donate their accrued vacation or sick leave time to other employees subject to the following provisions:

1. Sick time – Employees who have a minimum of 31 days of sick time as of the close of business on the day such days are donated. Employees may donate an unlimited number of sick days but must maintain at least 30 sick days.
2. Vacation days – Employees who have a minimum of 6 vacation days as of the close on the day such days are donated. Employees may donate an unlimited number of vacation days but must maintain at least 5 vacation days.
3. The employee receiving donated benefit time may not use that time for anything other than sick leave, regardless of how the time was originally categorized prior to the donation.
4. Employees who wish to donate days must complete a time off request form indicating the type of leave, number of days donated, and designate the days as a donation.
5. Donated sick days will not be considered when determining an employee's eligibility for the bonus days under Chapter 36, Employment Policies.

6. Donated days not used by the recipient shall be credited back to the donor in the inverse order in which they are donated.
7. An employee wishing to receive donated time must be eligible for FMLA and must exhaust all of their own benefit time before becoming eligible to receive donated time.
8. Employees that have given notice of leave, resignation, or retirement are ineligible to make donations.

ARTICLE XIII - SICK BENEFITS

Section 1. Sick Leave.

Sick leave shall be paid to employees after six (6) months. Each employee covered by the contract shall accumulate sick leave at the rate of one (1) workday with pay for each month of service including prior service. (When an employee completes six (6) months, he shall have accumulated six (6) sick days to his credit.)

Probationary employees providing medical certification will be granted authorized dock time. An employees' probationary period shall be extended by the number of dock days utilized.

Section 2. Leave Compensation.

Employees shall be compensated in cash at a ratio of five (5) days pay for twelve (12) days accrued sick leave to a maximum of ninety (90) days when they are permanently separated from employment as a result of retirement or death. In the event of death, payment is to be made to the estate of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation. ($5/12 \times 90 = 37.5$ days pay). Employees hired on or after January 1, 2012 shall not be eligible for this payout.

Section 3. Bonus Days.

Employees who have accrued thirty (30) days sick leave at any time prior to a contract year and have used one day or less of sick leave or are not absent without pay during an ensuing contract year shall be granted two (2) days leave with pay. Employees who have accrued ninety (90) days sick leave prior to a contract year and have used one day or less of sick leave or are not absent without pay during a current contract year shall be granted five (5) days leave with pay. Bonus days can be taken from October 1st to September 30th and can be taken a day at a time. Such leave shall be taken with the approval of the Superintendent. If an employee does not use his bonus days during the contract year, he may carry over these days into the next contract year. Bonus days shall be used between October 1st and March 1st of the new contract year or shall be forfeited. This time may not be cumulative. Effective October 1, 2011, sick days covered under FMLA shall be considered when determining an employee's eligibility for bonus days. The sick time used by employees that is a part of an extended illness of ten (10) working days will not be counted if the employee has accrued the minimum of 30 or 90 sick days during their employment.

Section 4. Sick Notice.

It shall be the responsibility of the employee to see that the office is notified of his illness and his inability to work prior to the beginning of his work shift.

Section 5. Physician Note.

If the employee shall be absent on sick leave under a doctor's care, he shall furnish a doctor's certificate signed by said doctor. When an employee has used thirty (30) days sick leave time to which he is entitled under this

contract, all benefits under the IMRF shall be available to him, or he may use the balance of accrued sick leave time. [Employees shall not be compensated for more than three (3) days in any contract year (October 1st to September 30th) for illnesses, which do not require a doctor's certificate.]

Section 6. Leave of Absence.

An employee who has not met the above requirements for sick leave and has exhausted all accrued credits and has completed a family medical leave under Article XVI, Section 7 shall be granted upon request, a leave of absence without pay for a period up to six (6) months. Such leaves may be extended upon written request accompanied by a doctor's certificate. An employee's seniority rights shall continue during such leaves.

Section 7. Insurance.

The Employer shall provide an insurance program for its employees and dependents, which includes hospitalization, doctor's care and life insurance. No employee will enroll his spouse and/or dependents under this insurance who are ineligible to receive benefits because of other insurance coverage. The Employer will pay the entire cost of the basic plan. Life insurance is for the employee only.

Section 8. Sick Day Bonus.

Employees who use 3.5 days or less of sick leave in a contract year shall receive a \$350 bonus at the end of the corresponding contract year. Employees who use 2.5 days or less shall receive an additional \$100 for a total of \$450 at the end of the contract year.

. Only those non-probationary employees employed on the last day of the contract year are eligible for the bonus. Effective October 1, 2011, sick days covered under FMLA shall be considered to determine an employee's eligibility for bonus payment.

ARTICLE XIV - HOLIDAYS

Section 1. Number of Holidays.

The following paid holidays shall be granted to all full-time employees:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Good Friday
5. Decoration Day (Memorial)
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veterans Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day
13. Day Before Christmas or After (to be decided annually)

Section 2. Before & After Holiday.

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Employees must work the day before and after the holiday or be on an approved paid leave in order to qualify for holiday pay.

Section 3. Holiday Observance.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 4. Holiday Pay.

Employees who do not work on a holiday or days celebrated as such, shall receive the rate of straight time for that day.

Section 5. Working Holiday Pay.

When an employee is assigned to work on any of the above holidays, they shall be paid at the double time rate of pay, in addition to his regular holiday pay.

Section 6. Holiday as Celebrated.

When a holiday is celebrated on Monday or Friday, only the day celebrated as the holiday shall be considered for holiday pay.

ARTICLE XV - VACATION

Section 1. Vacation Time.

Employees shall be granted vacation time with pay according to the number of years of continuous service they have with the City of Springfield.

Section 2. Accrual Rates.

Vacation leave per year with pay will accrue according to the following schedule:

0 through the end of 5 years	10 days
Start of 6th year through end of 15 years	15 days
Start of 16th year through end of 25 years	20 days
Start of 26th year	25 days

Section 3. Vacation Usage.

Vacations may be taken in the following manner - After six (6) months of continuous service, five (5) days may be taken; after an additional six (6) months of continuous service, an additional five (5) days may be taken; after the second year of continuous service, vacation may be taken as indicated in Section 2. Vacation leave earned in one year must be taken by the end of the next succeeding year or be lost. Such days must be used within that year.

Section 4. Vacation Requests.

Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods. Employees in the Electric Department shall be limited to a maximum of two weeks vacation time between June 1 and September 1, unless waived by the Superintendent based upon operational needs. Employees with at least six (6) months continuous service who retire or resign from the service of the Employer shall be compensated at their straight time hourly rate for unused vacation leave at the time of separation provided two (2) weeks prior notice is afforded the Employer in writing. If said notification is not provided, the employee shall not be entitled to any pay for accumulated vacation time. The parties recognize there may be circumstances that prevent giving 2 weeks notice. In those cases, the Employer and union will meet to discuss waiver of the notification requirement. In the event of an employee's death, the estate shall receive such unused vacation pay. In no case will any probationary employee or any employee discharged for cause be compensated for unused vacation.

Section 5. Holidays on Vacation.

If a holiday occurs during the calendar week in which an employee takes a vacation, the employee's vacation period shall be extended one (1) additional workday.

ARTICLE XVI - JOB DESCRIPTIONS AND DUTIES

Section 1. Purpose.

The purpose of the job descriptions listed below is to identify an occupational classification in the bargaining unit of the Union. Incidental duties shall not be included in a job description unless they are recognized to identify the classification.

Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications and any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon and signed by both parties and attached hereto and made a part of this Agreement.

For the purposes of this Article, a "working foreman" shall be defined as a foreman within this bargaining unit, who shall work alongside their crew and generally has the ability to perform the same tasks as other bargaining unit members under the foreman, in addition to his/her other foreman responsibilities.

In collaboration with medical professionals, management shall retain the right to determine whether medical restrictions would substantially limit the ability of the foreman to perform essential tasks.

Included and made a part of the following job descriptions is a clause covering "all other duties or instructions required in the efficient performance of the job as deemed necessary by the Superintendent:

WATER DISTRIBUTION DIVISION

Water Division Foreman - To assume responsibility for carrying out the instructions of the Superintendent; to oversee the personnel assigned to him and be responsible for all safety requirements; to report any required maintenance of equipment that is used by his crew; and to maintain all required records. Water Division Foreman to be working Foreman.

Water Division Service Maintenance Men - Receive and carry out instructions from the Division Superintendent and/or Foreman, install all services, make taps, make service connections, use boring equipment, use tapping machines up to twelve (12) inches. Also, perform all other maintenance duties to buildings and grounds as assigned by the Division Superintendent, and assist during emergencies.

Valve Crew Foreman - Receive and carry out instructions from the Superintendent. Locate and operate main and fire hydrant valves; raise valve boxes to grade; flushing of mains and collection of water samples, verification of water distribution maps and records; assist water distribution crews in location and operation of valves, pumping and water distribution maintenance work.

Valve Crew Laborer - Receive and carry out instructions from the Division Superintendent and/or Foreman. Locate and operate main and fire hydrant valves; raise valve boxes to grade; flushing of mains and collection of water samples, verification of water distribution maps and records; assist water distribution crews in location and operation of valves, pumping and water distribution maintenance work.

Fire Hydrant Crew Foreman - Receive and carry out instructions from the superintendent. Operate and maintain all fire hydrants in the distribution system. Work with and assist the Fire Department in operation and flow testing in fire hydrants. Work with and assist in the verification of Water Distribution maps and records.

Fire Hydrant Laborer - Receive and carry out instructions from the Superintendent of Distribution and/or the Fire Hydrant Crew Foreman. Maintain and repair all fire hydrants in the City water distribution system. Perform interdepartmental flushing and flow testing. When replacing a hydrant, this crew will be given additional labor to complete the work.

Storeroom Foreman - Work consists of ordering all the material for the Water Division Distribution System, and keeping a perpetual inventory of the Water Division Stock. Also, performing general office work necessary to implement the efficient functions of the Storeroom as preparing purchase requisitions, receiving sheets, requests for delivery, stock requisitions, small job orders, and issuing of material and supplies to the service crews. Must also direct the orderly arrangement of materials in the warehouse and yard storage area. Assist with inventory control between the Water Division and Data Processing.

Storeroom Keeper - Work consists of receiving all materials for the Water Division and issuing work materials to service and water main crews daily; the constant maintenance of all storeroom facilities in the warehouse, yard, and grounds; keeping the storeroom foreman informed as to the necessity of ordering materials, small equipment, supplies, and providing other necessary inventory control assistance which may be required to properly maintain the inventory including, but not limited to, issuing and receiving materials with associated record keeping; and pick up and delivery of materials to crews. Must be able to operate CRT terminal and PC to prepare DCVs, purchase orders and requisitions, stock requisitions, and other paperwork pertaining to purchasing and inventory control. Perform Communications Operator duties as required on a relief basis.

Storeroom Helper/Utility Person - Work consists of assisting the Storeroom Keeper in all matters. Maintenance of warehouse facilities, stores area, service center grounds, pickup and delivery of materials to crews. Is assigned duties by the Water Office Manager or Storeroom Foreman. Perform duties as a Water Service Maintenance Man when assigned. Perform Communications Operator duties as required on a relief basis. When performing Communication Operator duties this person shall be paid at the Storeroom Helper rate.

Office Systems Operator/Data Input Operator - To perform all general type office work equivalent to Clerk Typist I and assist the Water Division managers in all phases of their work, necessary for the implementation of an efficient Water Division clerical system. Must be able to operate CRT terminal and PC to assist in the preparation of DCV's, purchase orders and requisitions, stock requisitions, and other paperwork pertaining to

urchasing and inventory control. Must be able to prepare and maintain paperwork pertaining to new services. prepare and maintain payroll and related records including leave totals. Must relay information by radio to the field crews and by telephone to the public. Perform Communications Operator duties as required.

Communications Operator - To assist if necessary in general office work and must be able to relay information by radio to the field crews concerning valve location, main location and emergency orders as may be directed. Will assist in secretarial duties as required. Assist and help implement new record keeping programs as necessary. Must be able to process all paperwork associated with the above described jobs and give assistance as needed to the general public in regard to water problems, connected with residential or commercial services.

Water Division Janitors - Keep the building clean at all times, which includes the work areas as well as the toilet facilities; have a knowledge of the various chemicals used and their proper use; and keep all equipment assigned to them clean and in proper condition. Perform watchman duties on a relief basis.

Water Division Watchman - To maintain a security watch of the assigned Water Division property; to record all evening telephone calls, to record and call personnel to work and to provide the following limited janitorial services when all attempts have been made to fill janitorial job: Sweep office area floors, empty waste baskets and ashtrays as directed by the Superintendent. Relay information by two-way radio to personnel, such as water service, meter, main and valve locations. Assist and help implement new record keeping programs as necessary, must be able to process all paperwork associated with new and existing record keeping programs.

Complaint Man Foreman - To assume the responsibility and/or to direct the Complaint Man in completing the duties as defined under the Complaint Man job descriptions. To assume responsibility for carrying out the instructions of the Superintendent; to oversee the personnel assigned to him and be responsible for all safety requirements. To complete paperwork and records as assigned. Complaint Man Foreman to be a working Foreman.

Complaint Man - Investigate and maintain services, hydrants, water meters and mains. By "investigate and maintain", this means the checking of main leaks, service leaks and meter leaks. Complaint Men will be required to replace meter pit lids, make meter readings, change meters, test meters, repair meters, install remote readers, maintain hydrant meters, and clean out stop boxes, meter pits, and valve boxes, investigate high bills and deliver materials to job site. All Complaint Men will be knowledgeable with Kardex and maps in regard to looking up stop boxes, valve boxes, locating mains, checking meter numbers and Kardex and record and maintain records of all investigations.

Relief Complaint Man - The duties for the relief complaint man will be those as assigned in the Contract for a Complaint Man. The work shift will be Tuesday through Saturday, with the regular days off being Sunday and Monday. This will not be a rotating shift.

Relief duties will be to relieve the Complaint Men when they are on vacation or during extended periods of illness.

Night Complaint Man - Perform duties as described in Water Division Complaint Man description as directed by the Superintendent. The hours for this position are 11:00 a.m. to 7:30 p.m. At the discretion of the Superintendent, these hours may be changed forward and, as desired, subsequently backward by up to one and one-half (1 1/2) hours given two-week notice. As such, the shift could be changed to be as late as 12:30 p.m. to 9:00 p.m. In other words, the normal shift shall not begin earlier than 11:00 a.m. or run later than 9:00 p.m., but the shift can be adjusted within this time range. The shift will be adjusted no more than four (4) times per calendar year.

Water Division Locator Foreman - Work consists of the various duties as follows: repair broken meter pit lids, rings and stop boxes, repair valve cases, locating water mains and services for contractors, plumbers, service crews and individual customers, turn on and off water services, check leaking fire hydrants, pick up and deliver barricades and deliver parts to the crews working at various job sites and to assist complaint men in checking for leaks and removing and setting water meters.

Assistant Water Division Locator - Receive and carry out instructions from the Superintendent and/or the Water Division Locator Foreman. Locate water mains and services for contractors, plumbers, CWLP crews and individual customers. Repair meter pit lids, and stop boxes, etc. Assist Complaint Men and Leak Detector in checking for leaks, removing and setting water meters, and turning on and off water services.

The Employer recognizes the establishment of a Main Crew to primarily perform the duties of installing new water mains, water valves, fire hydrants, fire service lines and valve taps up to 12 inches in diameter. Included is the relocation of existing water mains, valves and fire hydrants, rebuilding existing valves and replacing fire hydrants. The Main Crew may be assigned other maintenance and service work as the Employer deems necessary.

Hours of Work: 7:00 a.m. to 3:30 p.m., with one half hour off for lunch for non-shift workers.

The parties agree to follow the past practice of the summer hours work schedule of 6:00 a.m. to 2:30 p.m. on or around Memorial Day to Labor Day as determined by management and local president or his designee. This change does not apply to shift workers.

Summer work hours are applicable to field personnel.

Summer work hours for office personnel are subject to operational needs and staffing requirements.

ADMINISTRATIVE SERVICES SECTION (LAKE SERVICES AND PMC)

Laborer - Receive and carry out instructions from the Division Superintendent consisting of raking parks; picking up garbage; cleaning rest rooms; cutting grass with 21" mower; trimming trees; and maintenance of park equipment.

Maintenance Equipment Operator (MEO) - Receive and carry out instructions from the Division Superintendent. Must be able to do all jobs above, plus drive truck; operate power saws, tractors with 30" mowers; tractors with 60" mowers; and any kind of power operated equipment.

Lake Area Maintenance Foreman - This position shall carry out all orders of the Lake Services Superintendent of Maintenance to oversee that personnel satisfactorily perform all functions assigned to him and be responsible for all safety requirements. Position shall also file reports and records with the Superintendent as required. Position shall be that of a working foreman.

Lake Services Construction Foreman (Seasonal) - Work consists of carrying out all orders of the Lake Services Superintendent of Maintenance and oversee that personnel satisfactorily perform lake construction duties as assigned to him and be responsible for all safety requirements. This foreman position shall only be assigned duties involving shoreline protection and other related lake maintenance projects. This temporary classification shall be a working position.

During the summer months at Lake Services, members of the normal crew who are asked to supervise and provide leadership to summer help shall work with the help and be responsible for the work and will be paid an additional two dollars (\$2.00) per hour (does not include Foremen).

PMC Janitors - Work shall include keeping PMC, Dallman Maintenance Building, and Security facilities clean at all times including toilet facilities, building and seasonal grounds maintenance activities excluding mowing; have a knowledge of various chemicals used and their proper use; and keep all equipment assigned to them clean and in proper condition.

Hours of Work: 7:00 a.m. to 3:30 p.m., with one half hour off for lunch.

Bargaining unit members in the above sections may be permitted to work the above summer work hours by majority member vote in each work area.

Summer work hours are applicable to field personnel.

Summer work hours for office personnel are subject to operational needs and staffing requirements.

ELECTRIC DEPARTMENT

Electric Department Yard Maintenance Men - Cut grass, maintain and keep clean the yards in both energized and unenergized substations. Remove snow and ice in parking areas and on sidewalks around substations and service centers. Repair damage to yards caused by CWLP Electric and Water crews in their work and do other yard maintenance work as directed by Superintendent. Requires some knowledge of botany and agronomy and the ability to obtain state licensing as a "Licensed Operator" pursuant to the Illinois Pesticide Act of 1979 and amendments thereto within one year of filling this position.

Hours of Work. 7:00 a.m. to 3:30 p.m., with one half (1/2) hour off for lunch.

During the summer months at the Electric Department, members of the normal crew who are asked to supervise and provide leadership to summer help shall work with the help and be responsible for the work and will be paid an additional two dollars (\$2.00) per hour (does not include Foremen).

Relief Watchman-Building Maintenance Man - This position will be required to work one day as a watchman at the Water Department and one day as watchman at the Electric Department at Groth Street. The other three days will be used as Building Maintenance Man in the Electric Division. The general work schedule will be the schedule that the current Relief Watchmen-Building Maintenance Man is working. However, the general work schedule for this position set forth in the Article and Section may be changed to meet the needs of the utility. When the Relief Watchman-Building Maintenance Man's schedule is changed, then he will be paid Building Maintenance Man wages. Relief Watchman-Building Maintenance Man's days off are not subject to change.

Relief Watchman-Building Maintenance Man Wage Schedule to be the same as Building Maintenance Men and Watchmen according to the schedule below.

Sunday (Watchman)
7:30pm - 3:30pm 11th & Mason

Monday (Build-Maint)
8:30am - 5:30pm 10th & Miller

Tuesday (Build-Maint)
8:30am - 5:30pm 10th & Miller

Wednesday (Build-Maint)
8:30am - 5:30pm 10th & Miller

Thursday
OFF

Friday
OFF

Saturday (Watchman)
8:00am - 4:00pm Groth Street

Electric Department Yard Maintenance Foreman - Oversee and supervise the Yard Maintenance Men in cutting grass, maintaining and keeping clean the yards in both energized and unenergized substations. Remove snow and ice in parking areas and on sidewalks around substations and service centers. Repair damage to yards caused by line crews in their work and do other yard maintenance work as directed by the Superintendent. In addition, plan and coordinate the work of additional yard maintenance crews during the summer months when summer help is present. Requires some knowledge of botany and agronomy and the ability to obtain state licensing as a "Licensed Public Applicator" pursuant to the Illinois Pesticide Act of 1979 and amendments thereto within one year of filling this position.

Hours of Work: 7:00 a.m. to 3:30 p.m., with one half hour off for lunch.

Electric Department Watchmen - Provide some janitorial services and maintain a security watch of the designated Electric Department property as described by the Superintendent.

Hours of Work: 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight; 12:00 midnight to 8:00 a.m.

Electric Department Building Maintenance Men - Do janitorial work and other maintenance work that does not interfere with other crafts in all buildings assigned to the Manager of Buildings and Stores. Should be skilled in the care and maintenance of finished surfaces.

Hours of Work: 7:00a.m. – 4:00 p.m., with one (1) hour off for lunch.

Field Investigators – Work consists of accepting customer telephone calls and scheduling appointments to get meter readings on inaccessible meters, verifies reads that appear to be in error, reflect no consumption, or are excessive and may, in the case of water meters, indicate a leak, teach customers who prefer to submit their meter reads by mail to read and record on cards.

Hours of Work: 7:30 a.m. to 4:00 p.m., with one-half (1/2) hour off for lunch.

Bargaining unit members in the above sections may be permitted to work the above summer work hours by majority member vote in each work area.

Summer work hours are applicable to field personnel.

Summer work hours for office personnel are subject to operational needs and staffing requirements.

Situations and certain types of work may warrant crews to work with less than a complete crew. The Superintendent will make every reasonable attempt to assemble a complete crew. The Superintendent will determine that work to be done with less than a complete crew. Complete crews shall consist of:

Service Crew: 1 Foreman, 2 WWSM and 1 Operator;

Valve Crew: 1 Foreman and 1 WWSM;

Complaint Crew: 1 Foreman and 3 Complaint Men;

Locate Crew: 1 Foreman and 2 Assistant Locators;

Main Crew: 1 Foreman and 2 WWSM;

Fire Hydrant Crew: 1 Foreman and 1 WWSM;

Yard Maintenance Crew: 1 Foreman and 3 Yard Maintenance Men;

The Superintendent may add to these crews as necessary to ensure efficient performance on the job.

ARTICLE XVII - NEW CONSTRUCTION AND SUBCONTRACTING

Section 1. Purpose.

For the purpose of this Agreement, the installation of new taps, new water mains, new valves, new fire hydrants, new water and fire service lines; any of which are one and one-half (1 1/2") inches or greater in diameter and the construction and installation of meter connections and bypasses which are one and one-half (1 1/2") inches or greater in diameter that provide an addition to the existing system shall be considered new construction and be paid the applicable rate as provided in Article XVIII.

To be included in the new construction description is the relocation of existing water mains, valves and fire hydrants due to water main relocation.

The new construction rate will be paid for work performed on project from the initial start of project, during project construction, flushing and service relocations to new main from existing main .

The relocation, repair or adjustment of existing meter pits, valve boxes, stop boxes, water service lines and the relocation or adjustment of existing fire hydrants utilizing existing tap lines; or the replacement of existing valves shall not be considered new construction work.

The unloading of pipe, valves, fire hydrants and other water appurtenances for storage shall not be considered new construction work.

To be excluded from new construction rate of pay is any required water distribution utility locating, exploratory work for outside contractors and other utility companies and incidental material delivery to job site.

Section 2. Subcontract.

The Employer shall not contract or subcontract any maintenance, meter setting or other work five hundred (500) feet or less, performed by employees covered by this Agreement.

Employer may temporarily contract or subcontract lead water service line replacements, from March 1, 2027 through March 1, 2038 or until all lead service lines have been replaced in the City of Springfield. In the event the Employer subcontracts lead water service line replacement work, one crew shall be eligible to work pre-arranged overtime on Saturdays, authorized by the Employer, while lead service line work is being contracted out.

Section 3. No Eroding.

The Employer shall not contract or subcontract work assignments created pursuant to the Welfare to Work Reform Act of 1996 for the purpose of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

ARTICLE XVIII - SHORELINE RENOVATION

This Section is for the purpose of defining guidelines and procedures regarding the use of minimum-security prisoners and other temporary work groups at Lake Services for shoreline renovation activities.

Section 1. Work Group Affects.

The Employer agrees that utilizing prisoners or other temporary work groups in no way will the job security or stability of bargaining unit affect employees. This Article shall be suspended upon the layoff of any employee covered by the labor agreement between Local 337 and Office of Public Utilities.

Section 2. Notice.

Prior to utilizing prisoners or other temporary work groups for the project, the Employer will meet with representative of Local 337 and discuss in detail:

- A. The work to be performed;
- B. The location of work;
- C. The estimated duration of work;
- D. The number of prisoners, other temporary work groups and staff to be used.

Section 3. Temporary Work Groups.

Further, the parties agree to review the use of the prisoners and other temporary work groups at least every six (6) months. However, if at any time either party feels that a potential problem exists, the parties agree to meet immediately to discuss and find a resolution for the problem.

Section 4. Work Considerations.

Using prisoners and other temporary work groups should take into account the following considerations:

- A. Shoreline protection is considered an ongoing effort.
- B. The work effort includes unskilled, labor-intensive work.
- C. The successful implementation of this shoreline protection will significantly enhance Lake Springfield in a timely manner, which is acceptable to the community.
- D. The pay scale of temporary Lake Construction Foreman is incorporated into the Agreement. Such pay scale shall be two dollars (\$2.00) above the current Maintenance Equipment Operator rate and shall be applied against those foreman activities directly related to shoreline protection or sediment removal operations.

ARTICLE XIX - HEALTH AND SAFETY

Section 1. Cold Weather.

Employees shall not be required to work outside in severe cold weather, periods of rain, electrical storms, periods of heavy snowfall, except for the repair of main and service line breaks and interruption of water service to customers and the unloading of pipe and other water distribution supplies and, in the case of Lake Services and PMC employees when work is necessary for emergency situations such as snow and ice removal, fallen trees on roadways or other situations deemed an emergency by the Superintendent. Complaint Men will perform the following duties during inclement weather; turn on and off for repair work, investigations on interruption of service; and double headers. It shall be considered severe cold weather if the temperature is fifteen degrees Fahrenheit (150) or below, according to the Weather Channel. The Superintendent in charge shall be the judge of work to be performed during bad weather. A Laborer shall accompany Complaint Man during inclement weather.

ARTICLE XX - UNIFORMS

Each employee shall receive \$500.00 per year in lieu of uniforms. The City will continue to provide one (1) pair of insulated coveralls to all employees (excluded from insulated coveralls will be the following classifications: Water Division Janitors, Office Systems Operator, Communication Operator, Electric Department Building Maintenance Men). Coveralls will be of Carhart quality and replaced only on an as needed basis. Additionally, the Employer shall purchase high visibility winter coats for all employees whose job duties require them to work outside. Such coats will be replaced on an as needed basis.

The Employer shall provide safety shoes or boots where employees are required to wear them. These items will be replaced as needed but only upon return of the damaged or worn out safety boots or shoes and only if the Employer agrees upon the need for replacement. Employees shall be expected to take due care of these items. Employees shall have the option to select the brand and type of safety shoes or boots from a selection furnished by the Employer. The determination of need for replacement shall rest with their respective Superintendent.

The Employer will provide prescription safety glasses as needed, but only upon return of the damaged glasses and only if the Employer agrees upon the need for replacement, or upon receipt of a doctor's prescription. Such glasses shall include lenses and frames, which are ANSI approved.

Where safety boots or prescription glasses are provided as above, employees shall wear them at all times. The Employer will furnish rain gear, hard hats and liners, boots, waders and gloves when needed to perform the work. Those items no longer serviceable will be replaced on an exchange basis only. Those employees issued uniforms shall be required to wear them during working hours.

ARTICLE XXI - CLASSIFICATION AND WAGE RATE

Wages are set forth in Appendix A.

General Increases

October 1, 2025	2.5%
October 1, 2026	2.25%
October 1, 2027	2.5%
October 1, 2028	2.25%

Tier II Adjustments for All Employees Hired After February 2, 2016

In addition to the general increases outlined above, Tier II employees shall receive an additional \$.50 per hour added to his/her hourly rate of pay. *In the event a Tier II employee reaches the Tier I wage scale, the employee shall not receive the additional \$.50 per hour added to his/her hourly pay rate.

Across-the-board increases shall be applied after other applicable increases as set forth below.

All employees' paychecks shall be issued through direct deposit.

Effective March 1, 2012, the base pay rate for the 2nd Shift Watchman shall increase by \$1.50 per hour.

Effective October 1, 2015, New Construction Foreman pay shall increase by \$.50 per hour.

Effective October 1, 2025 New Construction Laborer Tier I rate of \$39.1398, shall be frozen for the duration of this Agreement.

Longevity

Employees with 15 or more years of continuous City service will receive an additional \$.50 per hour added to his/her hourly rate of pay.

Employees with 20 or more years of continuous City service will receive an additional \$.75 per hour added to his/her hourly rate of pay.

All employees who have completed 25 years or more continuous City service shall have an additional \$1.00 per hour added to his/her hourly rate of pay.

All employees who have completed 30 years of continuous City service shall have an additional \$1.00 per hour added to his/her hourly rate of pay.

The rate of pay for the Senior Saturday Complaint man shall be equal to the Foreman rate of pay for all hours worked on Saturday.

With the exception of the across-the-board pay increases, any wage increases shall not be compounded for employees hired after January 1, 2012.

WATER DEPARTMENT TITLES

- Crew Foreman
- Office Systems Operator/Data Input Operator
- Night Complaint Man
- Water Division Locator Foreman
- Assistant Water Division Locator
- Complaint Man Foreman
- Complaint Man
- Communications Operator
- Storeroom Foreman
- Water Service Maintenance Man
 - First year
 - Over One Year
 - Over Two Years
- Storeroom Keeper
- Storeroom Helper/Utility Person
- Watchman
 - Day Shift
 - Second Shift
 - Third Shift
- Janitor
 - Day Shift
 - Second Shift
- New Construction Foreman
- New Construction Laborer

Those individuals in the above positions who successfully obtain a State of Illinois Class *D* Public Water Supply Operator Certificate of Competency will receive a \$1.50 per hour increment over the above rates.

ADMINISTRATIVE SERVICES TITLES (LAKE SERVICES & PMC)

- Lake Area Maintenance Foreman
- Maintenance Equipment Operator
- Laborer
 - First Year
 - Over One Year
- Seasonal Lake Services
- Construction Foreman
- Janitor
 - Day Shift
 - Second Shift

The Employer will seek two volunteers at Lake Services willing to become certified to spray pesticides. The volunteers will be selected based upon seniority and those selected shall be paid based upon the below rates.

ELECTRIC DEPARTMENT TITLES

- Foreman, Yard Maintenance

- Yard Maintenance Men
 - First year
 - Over One Year
 - Over Two Years
- Building Maintenance Men
 - First year
 - Over One Year
 - Over Two Years
- Watchman
 - Day Shift
 - Second Shift
 - Third Shift
- Field Investigator

Lake Services employees who successfully complete training in tree trimming will receive an additional \$0.30 per hour. In addition to the \$0.30 per hour, Lake Services employees who become certified arborist will be paid an additional \$0.40 per hour effective the first day of the month following notification to the Employer of their certification.

All employees required to have a Pesticide Operator's License shall receive an additional \$0.50 per hour added to their base rate of pay. All employees required to have a Pesticide Applicator's License shall receive an additional \$1.00 per hour added to their base rate of pay.

Effective October 1, 2025, the Meter Repairman and Meter Repairman Foreman positions and wage premiums shall be eliminated. Complaint Man, excluding the Complaint Man Foreman, performing meter repair work, including testing and repairing meters, installing remote readers, and maintaining hydrant meters shall receive an additional \$0.05 added to their base wages.

ARTICLE XXII - AMENDMENT

This Agreement may be amended by the mutual written agreement of the parties and will then become part of this agreement.

Should any Article, Section, or portion thereof, of this Agreement be held unlawful, and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIII - COMMERCIAL DRIVERS LICENSE

Section 1. Payment During Testing & Training Activities.

The Employee shall suffer no loss in wages for necessary testing and training activities in his pursuit of a Commercial Drivers License (CDL).

Section 2. Training.

The Employer shall provide training materials to assist the Employee in his preparation for the CDL test. The Employer shall provide a vehicle to those employees required to take a road test. The Employer will pay for the

cost of the CDL portion of the Drivers License for those employees whose positions require a CDL.

Section 3. Failure to obtain CDL.

In the event an employee who is required to have a CDL fails to obtain a Commercial Drivers License, the Employer and the Union will attempt to place that employee in a position that is currently covered under this agreement that does not require a CDL.

Section 4. Suspension or Revocation of CDL.

Employees shall immediately notify the Employer of the suspension or revocation of their Drivers License (including the CDL). Failure to do so will be grounds for termination of employment. It is understood that should employees receive a suspension of their Drivers License or Commercial Drivers License, for a period of no more than four (4) months, that individual be assigned, where possible, to duties where a Drivers License or CDL is not required within the same classification, or to duties in another classification.

It is understood that should employees that are required to drive, (1) fail to obtain a Commercial Drivers License; (2) lose their Drivers License; or (3) lose their Commercial Drivers License for a period of greater than four (4) months, then those instances will be handled on a case-by-case basis. The Utility will attempt to place those affected employees in positions covered under the bargaining agreement. This will be done through bidding the position they will be vacating, and allowing the employee who lost the license to bid into the first vacant non-driving position. After this process is complete and a non-driving position is still not available, then that employee will be placed in a non-driving position (at that rate of pay) of the least senior bargaining unit member. Consequently, the least senior bargaining unit member will be laid off until such time as a position becomes available.

Section 5. Required CDL Positions.

The following positions are required to hold a Class A CDL:

Water Department

- Crew Foreman (including the occupational classifications as defined in Article X of Water Division Foreman, Valve Crew Foreman, Fire Hydrant Crew Foreman)
- Water Service Maintenance Man First Year, Over One Year, Over Two Years (including the occupational classifications of Water Division Service Maintenance Men, Valve Crew Laborer, Fire Hydrant Laborer)
- Storeroom Keeper
- Storeroom Helper/Utility Persons
- New Construction Foreman
- New Construction Laborer

Administrative Services

- Lake Area Maintenance Foreman
- Maintenance Equipment Operator (including occupational classification as defined in Article X of Lake Services Construction Foreman (Seasonal))

Electric Department

- Yard Maintenance Foreman
- Yard Maintenance Men Over Two Years

All employees listed above shall maintain a Class A CDL, shall have \$1.50 per hour added to his/her hourly rate of pay. All other employees in the bargaining unit, who maintain a Class A CDL shall have \$.25 added to his/her hourly rate of pay.

ARTICLE XXIV - DRUG TESTING

Employees covered under this agreement shall be subject to the drug testing policy and procedures outlined in Appendix B.

ARTICLE XXV - RESIDENCY

The moratorium on the enforcement of the residency requirement in Chapter 36, Section 36.05 of the 1988 City of Springfield Code of Ordinances passed by City Council on November 7, 2023, by ordinance number 491-11-23, as amended, shall apply to all employees covered by the Parties current collective bargaining agreement. The parties agree to meet and negotiate if the City Council makes any Ordinance 491-11-23 or the City's residency requirement; however, no such changes made by Council shall impact the moratorium as applied to Employees covered by this bargaining agreement.

ARTICLE XXVI - TERMINATION

This Agreement shall effective as of the first day of October, 2025, and shall remain in full force and effect until the 30th day of September, 2029, unless either party shall notify the other in writing no earlier than one hundred twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days after notice. This Agreement shall remain in full force and effect during the period of negotiations until notice of termination of this Agreement is provided to the other party.

For the City of Springfield:

Mayor Misty Buscher

Date: _____

For AFSCME 337:

Joseph Jay, Business Representative

Date: _____

APPENDIX A – WAGES

AFSCME 337

Title	10/1/2024		10/1/2025		10/1/2026		10/1/2027		10/1/2028	
	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16
	2.50%	2.50%	2.50%	2.50%	2.25%	2.25%	2.50%	2.50%	2.25%	2.25%
Communications Operator	\$29,478	\$27,697	\$30,215	\$28,850	\$30,895	\$30,034	\$31,667	\$31,285	\$32,379	\$32,379
Complaint Man	\$32,991	\$30,629	\$33,966	\$31,919	\$34,628	\$33,463	\$35,492	\$34,192	\$36,292	\$36,769
Complaint Man 7 a.m.-3:30 p.m. shift (additional 5% per MQU dated 1-3-14)	\$34,643	\$32,167	\$35,573	\$33,517	\$36,357	\$34,768	\$37,262	\$36,130	\$38,104	\$37,451
Complaint Man Foreman	\$40,775	\$37,135	\$41,795	\$38,563	\$42,735	\$39,931	\$43,804	\$41,429	\$44,789	\$42,861
Crew Foreman	\$40,775	\$37,135	\$41,795	\$38,563	\$42,735	\$39,931	\$43,804	\$41,429	\$44,789	\$42,861
Janitor Day Shift	\$23,426	\$22,634	\$24,012	\$23,706	\$24,528	\$24,528	\$25,166	\$25,166	\$25,732	\$25,732
Janitor Second Shift	\$24,172	\$23,258	\$24,776	\$24,395	\$25,340	\$25,340	\$25,967	\$25,967	\$26,557	\$26,557
Leak Detector Foreman	\$40,775	\$37,135	\$41,795	\$38,563	\$42,735	\$39,931	\$43,804	\$41,429	\$44,789	\$42,861
Meter Repairman	\$37,023	\$33,998	\$37,949	\$34,348	\$38,802	\$36,644	\$39,729	\$38,062	\$40,678	\$39,166
Meter Repairman Foreman	\$40,775	\$37,135	\$41,795	\$38,563	\$42,735	\$39,931	\$43,804	\$41,429	\$44,789	\$42,861
New Construction Laborer	\$39,139	\$35,767	\$39,139	\$37,161	\$39,139	\$38,498	\$39,139	\$39,139	\$39,139	\$39,139
New Construction Foreman (50/hr increase 10/1/15)	\$44,081	\$39,956	\$45,183	\$41,485	\$46,203	\$42,916	\$47,353	\$44,491	\$48,420	\$45,992
Night Complaint Man	\$34,863	\$32,193	\$35,785	\$33,548	\$36,592	\$34,803	\$37,505	\$36,173	\$38,348	\$37,487
Office Systems Operator/Data Input Operator	\$31,375	\$29,278	\$32,159	\$30,510	\$32,883	\$31,695	\$33,705	\$32,989	\$34,635	\$34,232
Relief Complaint Man	\$32,991	\$30,629	\$33,966	\$31,919	\$34,628	\$33,463	\$35,492	\$34,192	\$36,292	\$36,769
Relief Complaint Man 7 a.m.-3:30 p.m. shift (additional 5% per MQU dated 1-3-14)	\$34,643	\$32,167	\$35,573	\$33,517	\$36,357	\$34,768	\$37,262	\$36,130	\$38,104	\$37,451
Storeroom Helper/Utility Person	\$28,072	\$26,518	\$28,774	\$27,681	\$29,422	\$28,809	\$30,157	\$30,024	\$30,836	\$30,836
Storeroom Keeper	\$33,636	\$31,168	\$34,476	\$32,447	\$35,253	\$33,675	\$36,134	\$35,019	\$36,947	\$36,307
Storeroom Foreman	\$40,775	\$37,135	\$41,795	\$38,563	\$42,735	\$39,931	\$43,804	\$41,429	\$44,789	\$42,861
Watchman Day Shift	\$24,420	\$23,468	\$25,031	\$24,524	\$25,594	\$25,594	\$26,234	\$26,234	\$26,824	\$26,824
Watchman Second Shift (Mon.-Fri.)	\$27,063	\$25,674	\$27,740	\$26,815	\$28,364	\$27,919	\$29,073	\$29,073	\$29,729	\$29,729
Watchman Second Shift (Sat.-Sun.)	\$25,166	\$24,088	\$25,795	\$25,198	\$26,375	\$26,257	\$27,035	\$27,035	\$27,643	\$27,643
Watchman Third Shift	\$25,446	\$24,322	\$26,082	\$25,430	\$26,693	\$26,502	\$27,336	\$27,336	\$27,951	\$27,951
Water Division Locator Assistant	\$37,023	\$33,998	\$37,949	\$34,348	\$38,802	\$36,644	\$39,729	\$38,062	\$40,678	\$39,166
Water Division Locator Foreman	\$40,775	\$37,135	\$41,795	\$38,563	\$42,735	\$39,931	\$43,804	\$41,429	\$44,789	\$42,861
Water Service Maintenance Man: First Year	\$28,072	\$26,518	\$28,774	\$27,681	\$29,422	\$28,809	\$30,157	\$30,024	\$30,836	\$30,836
Water Service Maintenance Man: Over One Year	\$31,091	\$29,039	\$31,867	\$30,268	\$32,584	\$31,448	\$33,399	\$32,730	\$34,150	\$33,969
Water Service Maintenance Man: Over Two Years	\$32,450	\$30,176	\$33,261	\$31,432	\$34,010	\$32,638	\$34,865	\$33,954	\$35,649	\$35,218
Janitor Day Shift	\$23,426	\$22,634	\$24,012	\$23,706	\$24,528	\$24,528	\$25,166	\$25,166	\$25,732	\$25,732
Janitor Second Shift	\$24,172	\$23,258	\$24,776	\$24,395	\$25,340	\$25,340	\$25,967	\$25,967	\$26,557	\$26,557
Laborer: First Year	\$24,077	\$23,178	\$24,679	\$24,259	\$25,234	\$25,234	\$25,854	\$25,854	\$26,447	\$26,447
Laborer: Over One Year	\$26,029	\$24,810	\$26,680	\$25,930	\$27,280	\$27,018	\$27,962	\$27,962	\$28,591	\$28,591
Lake Area Maintenance Foreman	\$40,775	\$37,135	\$41,795	\$38,563	\$42,735	\$39,931	\$43,804	\$41,429	\$44,789	\$42,861
Maintenance Equipment Operator	\$27,863	\$26,342	\$28,559	\$27,504	\$29,202	\$28,620	\$29,932	\$29,837	\$30,606	\$30,606
Seasonal Lake Services Construction Foreman	\$31,622	\$29,484	\$32,413	\$30,721	\$33,142	\$31,913	\$33,970	\$33,210	\$34,735	\$34,451
Building Maintenance Man: First Year	\$30,525	\$28,661	\$31,288	\$29,782	\$31,992	\$30,952	\$32,792	\$32,262	\$33,530	\$33,453
Building Maintenance Man: Over One Year	\$31,424	\$29,343	\$32,228	\$30,567	\$32,956	\$31,755	\$33,774	\$33,049	\$34,537	\$34,293
Building Maintenance Man: Over Two Years	\$32,684	\$30,376	\$33,509	\$31,639	\$34,257	\$32,846	\$35,121	\$34,164	\$35,902	\$35,434
Investigator/Field Collector 2	\$32,991	\$30,629	\$33,816	\$31,894	\$34,577	\$33,125	\$35,441	\$34,403	\$36,239	\$35,712
Watchman Day Shift	\$24,420	\$23,468	\$25,031	\$24,524	\$25,594	\$25,594	\$26,234	\$26,234	\$26,824	\$26,824
Watchman Second Shift	\$25,166	\$24,088	\$25,795	\$25,198	\$26,375	\$26,257	\$27,035	\$27,035	\$27,643	\$27,643
Watchman Third Shift	\$25,446	\$24,322	\$26,082	\$25,430	\$26,693	\$26,502	\$27,336	\$27,336	\$27,951	\$27,951
Yard Maintenance Man: First Year	\$27,567	\$26,094	\$28,256	\$27,247	\$28,892	\$28,369	\$29,618	\$29,599	\$30,281	\$30,281
Yard Maintenance Man: Over One Year	\$30,714	\$28,726	\$31,482	\$29,943	\$32,191	\$31,180	\$32,959	\$32,396	\$33,738	\$33,624
Yard Maintenance Man: Over Two Years	\$31,916	\$29,730	\$32,714	\$30,973	\$33,450	\$32,170	\$34,284	\$33,474	\$35,057	\$34,727
Yard Maintenance Man: Foreman	\$40,775	\$37,135	\$41,795	\$38,563	\$42,735	\$39,931	\$43,804	\$41,429	\$44,789	\$42,861

2025-474

APPENDIX B – DRUG TESTING

Section 1. Drug Testing - Policy Statement

The Union and the Employer agree that the use of illegal drugs, and the abuse of legal drugs by anyone present unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates current City regulations and the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug abuse. In the interest of employing persons who are not impaired by drug abuse in the performance of their jobs, and for the safety and well-being of employees and residents, the Employer will establish a program that will allow the Employer to take the necessary steps, including drug testing, to eliminate such abuse by such employees.

Definitions

A. "Drug(s)" shall mean any controlled substance listed in the Illinois Compiled Statutes, Chapter 720, Act 570, known as the Controlled Substances Act, for which the person tested does not submit a valid prescription. Thus, the term "drug(s)" includes both abused prescription medications and illegal drugs. For the purposes on Random Drug Testing only, "drugs" shall mean:

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- PCP
- 6-Acetylmorphine
- Ecstasy
- Oxycodone
- Semi-Synthetic Opiates

B. "Impairment" due to drugs shall mean a condition in which the Employee is unable to properly and safely perform his/her duties due to the effects of a drug in his/her body. Where impairment exists, incapacity for duty shall be presumed.

C. "Positive Test Results" shall mean a positive result on both an initial screening test and confirming test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained drug or drug metabolite concentrations at or above the concentration level specified in the Section outlining Drug Testing Standards below.

D. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug for which a valid, prescription cannot be documented, which results in evidence of impairment while on duty.

E. The term "employee," for the purposes of this article only and not for any other collective bargaining language purpose, shall include all employees covered under AFSCME Local 337.

F. The term "refusal" shall mean an employee's unwillingness to submit to testing, including an inability to

provide a urine specimen within twenty-four (24) hours of a proper request to provide said sample, unless the Employee can supply a credible medical excuse for the inability to supply a urine specimen.

Administration of Tests

A. Educating Employees Regarding Drug Testing

All eligible employees of City, Water, Light, and Power will receive a copy of the Employer's drug testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer will educate and inform the employees on the testing procedure and the consequences of testing positive for drug use/abuse. All newly hired employees will be provided with this education and information. No employees shall be tested unless this education and information has been provided to him/her.

B. Reasonable Suspicion Testing

1. Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using, in possession of, and/or is individually impaired due to the abuse of drugs. Reasonable suspicion will be based upon the following:

a. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs; and/or

b. Information provided by an identifiable (including name), reliable and credible source, which can be independently corroborated. Information has to be given to the individual or his designee.

2. Where there is reasonable suspicion that an employee is under the influence of drugs or there is evidence of impairment while on duty, that Employee may be required to report for drug testing. The Director of Human Resources shall determine if reasonable suspicion exists.

C. Alcohol Testing

A CDL-required employee shall be tested for alcohol only if reasonable suspicion has been established as outlined under "Reasonable Suspicion Testing." Failure by the Employer to do so shall negate any adverse action taken against the Employee regardless of the outcome of any test.

Given the nature of the testing, the Employee shall be driven to a mutually agreed upon testing site by the Union president or a union designee.

An initial "screen test" shall be conducted first. Any result less than .025 shall be considered a negative test. If the alcohol concentration is .025 or greater, a second or "confirmation test" must be conducted. The test shall be by the "Evidential Breath Test (EBT) device, which prints out the results, date, time, a sequential test number, name, and serial number of the EBT. The test must be conducted by a "Breath Alcohol Technician" who is trained to operate the EBT and is proficient in all breath alcohol testing procedures.

Any CDL-required employee who tests higher than .025 but less than .04 shall cause the Employee

immediately from driving for at least 24 hours. If the Employee cannot perform any non-safety sensitive task or function due to unavailability, that Employee will be placed on unpaid administrative leave until the 24 hour period ends. CDL required employees with a .04 or higher shall be subject to the disciplinary process as outlined in this article.

D. Random Drug Testing

The City and the Union agree that the employees shall be divided into two groups, CDL required employees and non-CDL employees.

The City and the Union agree that a non-CDL-required employee is anyone whose job does not require a CDL license to perform the normal work duties as outlined in their job description. If, however, such an employee wishes to also be considered by the City for overtime of a position that requires a CDL license, that Employee shall be considered a CDL required employee. If such an employee wishes no longer to be considered for overtime that requires a CDL license, then that Employee will no longer be considered a CDL required employee.

Non-CDL employees shall not be subject to the random drug testing program.

The City shall not test randomly for the presence of alcohol.

The City's Human Resources Department shall randomly select dates.

1. The Human Resources Department shall select a testing date and the morning of the date selected inform the Department that random testing will be done that date. The Human Resources Department shall notify the Superintendent of the names of the employees randomly selected for testing.

No employee shall be randomly selected more than once until all other employees have also been selected without consideration of time between random selections.

2. All employees on duty at the moment of the drawing shall be tested regardless of whether it is that Employee's regular shift or workday. Any employee not scheduled to work on the day of the testing will be excused from testing that specific day. After the drawing of the group for testing no employee shall be allowed to leave until providing the urine sample.
3. After the drawing, the Director or his designee shall order the selected group to report to the testing site as promptly as practical. The group shall drive themselves to the testing site.
4. The employees in the selected group shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens.
5. The testing laboratory or testing facility will test the following panel drug screen that will only include the following drugs:
 - Amphetamines
 - Cocaine

- Marijuana
- Opiates
- PCP
- 6-Acetylmorphine
- Ecstasy
- Oxycodone
- Semi-Synthetic Opiates

6. Testing Standards

a. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine the following:

- Amphetamines 500 ng/ml
- Cocaine metabolites 150 ng/ml
- Cannabinoids (THC) 50 ng/ml
- Opiate metabolites 2000 ng/ml
- Phencyclidine 25 ng/ml
- 6-Acetylmorphine 10 ng/ml
- Ecstasy 500 ng/ml
- Oxycodone 100 ng/ml
- Semi-Synthetic Opiates 300 ng/ml

b. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be quantitative analysis. Concentrations, which exceed the linear region of the standard curve, shall be documented.

- Amphetamines 250 ng/ml
- Cocaine metabolites 100 ng/ml
- Cannabinoids (THC) 15 ng/ml
- Opiates 2000 ng/ml
- Phencyclidine 25 ng/ml
- 6-Acetylmorphine 10 ng/ml
- Ecstasy 250 ng/ml
- Oxycodone 100 ng/ml
- Semi-Synthetic Opiates 100 ng/ml

E. Testing Procedure (for both Reasonable Suspicion and Random Testing)

1. This section shall be the procedure for both drug testing under Reasonable Suspicion and Random drug testing.
2. When an employee is ordered to submit to testing (other than random), the Employer shall provide

the Employee with a written notice of the order prior to testing. The written notice shall set forth all of the objective facts and the reasons for the order to test.

3. The Employee shall be permitted to consult with a representative of the Union at the time the order is given. The testing procedure shall not be delayed more than ninety (90) minutes due to the unavailability of a Union representative.
4. A refusal to submit to such testing shall be considered a positive test result, which can result in a disciplinary action up to and including discharge. Any employee who takes the test shall not be construed to have waived any objection or rights that he/she may have.
5. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
6. Use only a laboratory or facility which uses tamper proof containers, has a chain-of-custody procedure, maintains confidentiality, and preserves specimens for a minimum of twelve (12) months. At the time a urine specimen is given, the Employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled, and initialed by the Employee to ensure that the specimen tested by the Laboratory is that of the Employee.
7. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the Employee.
8. Collect samples in such a manner as to preserve the individual Employee's right to privacy, ensure a high degree of security to the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample.
9. Confirm any employee who tests positive in the initial screening for drugs by testing the second portion of the same sample via gas chromatography, plus mass spectrometry (or "GC/MS") or the equivalent or better scientifically accurate and accepted method that will provide quantitative data about detected drug or drug metabolites.
10. Provide the Employee tested with an opportunity to have the additional sample tested by an NIDA accredited clinical Laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense;
11. Provide each Employee tested, upon written request, with a copy of all written information and written reports received by the Employer in connection with the testing and the results;
12. Ensure that no employee is subject to any adverse employment action except emergency temporary re-assignment or leave with pay during the pendency of any testing procedure where the Employee's reassigned is required. Any such emergency re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the Employee's personnel files;

8000-474

13. Required that the Laboratory or hospital facility report to the Employee when a urine sample is positive only if both the initial and confirmatory test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the Employer and the Union shall not use such information in any manner or forum adverse to the Employee's interest.

E. Post Accident Drug Testing

Any employee covered under this Agreement that is involved in a motor vehicle accident while operating a City-owned vehicle while on shift shall be subject to drug testing if:

- a. A citation is written by law enforcement, and the enforcing body determines the Employee is at fault.
- b. Damage in excess of \$10,000.00 occurs to City-owned property.
- c. Any individual claims to be injured, including the Employee.

If any of the above situations occur, the Employee shall be subject to drug testing as outlined in this Agreement.

Drug Testing Standards (for Reasonable Suspicion)

A. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are positive for the following drugs/classes of drugs:

- Amphetamines 500 ng/ml
- Cannabinoids (THC) 50 ng/ml
- Cocaine metabolites 150 ng/ml
- Opiates 2000 ng/ml
- Phencyclidine 25 ng/ml
- Barbiturates 300 ng/mL
- Benzodiazepines 300 ng/mL
- Methadone 300 ng/mL
- Methaqualone 300 ng/mL
- Propoxyphene 300 ng/ml
- Oxycodone 100 ng/ml
- 6-Acetylmorphine 10 ng/ml
- Ecstasy 250 ng/ml
- Semi-Synthetic Opiates 100 ng/ml

B. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be quantitative analysis. Concentrations, which exceed the linear region of the standard curve, shall be documented.

- Amphetamines 250 ng/ml
- Cannabinoids (THC) 15 ng/ml
- Cocaine metabolites 100 ng/ml
- Opiates 2000 ng/ml
- Phencyclidine 25 ng/ml
- Barbiturates 300 ng/mL
- Benzodiazepines 200 ng/mL
- Methadone 200 ng/mL
- Methaqualone 300 ng/mL
- Propoxyphene 200 ng/ml
- Oxycodone 100 ng/ml
- 6-Acetylmorphine 10 ng/ml
- Ecstasy 250 ng/ml
- Semi-Synthetic Opiates 100 ng/ml

C. Changes in Test Standards

The cutoff levels as test standards may be amended during the term of this Agreement by mutual written Agreement based on newly adopted NIDA screening and confirmatory standards.

Right to Contest

The Union and/or the Employee shall have the right to file a grievance concerning any test permitted by this Agreement. Any re-resting of samples by the Union and/or Employee shall be at their expense. If re-testing shows a negative result, then the Employer will reimburse the Employee for the expense of re-testing.

Voluntary Request for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, prior to any drug test being ordered or administered, through the Employer's EAP Program, or through one of the City's health care providers and/or referrals to other recognized or certified programs, for an alcohol or drug-related problem. The Employer shall make available through its Employee Assistance Program a means by which the Employee may obtain referrals while undergoing treatment or when otherwise unfit for duty in his current assignment. All such requests shall be confidential. When undergoing treatment or when otherwise unfit for duty in his current assignment, employees shall be allowed to use: 1) Accumulated sick leave; and/or 2) Paid leave; and/or 3) Be placed on unpaid leave pending treatment.

Discipline

If an employee has positive results from a drug test, he/she will undergo professional consultation and evaluation then undergo and complete treatment as prescribed by that professional; however, if the positive result follows a test administered after an accident with fatalities, said Employee will be discharged. In all other cases involving a positive result, the Employee shall receive a thirty (30) business day suspension.

In the event an employee tests positive again within a twenty-four (24) month period (from date of initial testing), then that Employee shall receive a sixty (60) day suspension.

In the event an employee tests positive for a third time within a five (5) year period (from date of initial testing), then that Employee shall be discharged with one exception:

If the normal procedure would lead to the discharge of an employee who has twenty-five (20) years of seniority or credible service with the City, then that Employee shall receive a six (6) month suspension and a last chance agreement of five (5) years over the drug policy only. If that Employee should test positive again during the term of the last chance agreement, then that Employee shall be discharged, and the Union and the Employee shall have no right to grieve the discharge.

Duty Assignment

The nature of the EAP or treatment program allows the Employee to continue to work during treatment. The Employer may maintain the individual's previous employment status. If an employee participates in an in-patient program, which precludes continued employment, the Employee shall be granted a leave to do so. At the end of such leave, the Employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his/her treatment leave.

Employees who voluntarily report to the Supervisor that they are taking prescribed or over-the-counter medication that has adverse side effects. Which interfere with the Employee's ability to perform his/her normal duties may be temporarily reassigned with full pay to their duties. Nothing in this Section shall prevent an employee from seeking treatment or taking a treatment leave more than one time in a year for in-patient treatment.

Confidentiality of Test Results

The results of drug test will be disclosed to the person tested, the Director, the Director of Human Resources, and such other officials, as may be mutually agreed to by the parties. The test results will be disclosed to the Employee's Union President or designee. Test results will not be disclosed externally except where required for disciplinary purposes.

Confidentiality:

Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies, and legitimate medical explanations provided by the Medical Review Officer (MRO) shall be held confidential. Such records and explanations may be disclosed among directors, managers, and/or supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, Civil Service hearing, charge, claim, or other legal proceeding initiated by or on behalf of an employee.

Employees shall, upon written request, have access to their own results and to records relating to them, which the MRO provides to the City or receives from the City's Laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

Meetings:

The Union and the Employer agree to meet periodically to discuss the Drug Testing Policy and discuss any changes or updates that are mutually agreeable to the parties.

AGREEMENT

BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES

LOCAL UNION 337 AND
CITY OF SPRINGFIELD OFFICE OF PUBLIC
UTILITIES

OCTOBER 1, 2025 - SEPTEMBER 30, 2029

Table of Contents

MEMORANDUM	3
ARTICLE I - PURPOSE AND SCOPE OF AGREEMENT.....	3
ARTICLE II - RECOGNITION	3
ARTICLE III - NON-DISCRIMINATION	3
ARTICLE IV - DUES CHECKOFF.....	4
ARTICLE V - MANAGEMENT RIGHTS.....	5
ARTICLE VI - UNION RIGHTS	5
ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE	6
ARTICLE VIII - DISCIPLINE	8
ARTICLE IX - HOURS OF WORK AND OVERTIME	9
ARTICLE X - SENIORITY/VACANCIES/LAYOFFS.....	12
ARTICLE XI - PROBATIONARY REQUIREMENTS	16
ARTICLE XII - LEAVE OF ABSENCE	17
ARTICLE XIII - SICK BENEFITS	20
ARTICLE XIV - HOLIDAYS.....	22
ARTICLE XV - VACATION.....	23
ARTICLE XVI - JOB DESCRIPTIONS AND DUTIES.....	24
ARTICLE XVII - NEW CONSTRUCTION AND SUBCONTRACTING.....	30
ARTICLE XVIII - SHORELINE RENOVATION.....	31
ARTICLE XIX - HEALTH AND SAFETY.....	32
ARTICLE XX - UNIFORMS.....	33
ARTICLE XXI - CLASSIFICATION AND WAGE RATE	33
ARTICLE XXII - AMENDMENT	36
ARTICLE XXIII - COMMERCIAL DRIVERS LICENSE	36
ARTICLE XXIV - DRUG TESTING.....	38
ARTICLE XXV - RESIDENCY	38
ARTICLE XXVI - TERMINATION.....	38
APPENDIX A – WAGES	39
APPENDIX B – DRUG TESTING	40

MEMORANDUM

This is a written Agreement reached between the authorized representatives of the CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES, Springfield, Illinois, and LOCAL UNION NO. 337 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, which, for convenience sake, may be referred to hereinafter as "Agreement" and the parties above mentioned may be referred to as the "Employer" and the "Union", respectively.

ARTICLE I - PURPOSE AND SCOPE OF AGREEMENT

Section 1. This Agreement has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. To further the method which will provide to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, cleanliness of facilities and protection of property.

Section 2. It is recognized by this Agreement to be the duty of the Employer and the Union to cooperate fully, individually and collectively for the advancement of said conditions.

ARTICLE II - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of work and the resolution of differences for all employees in the job classifications shown on the Wage Schedule, Article XVIII, of this Agreement.

Section 2. The term "Employee" or "Employees" shall mean any employee or employees within the bargaining unit represented by the Union who is active in the payroll system or on an approved unpaid leave of absence.

Section 3. Changes in existing job classifications, or addition of new job classifications, shall not become effective until they have been reviewed by the Union.

ARTICLE III - NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to the age, sex, marital status, race, color, sexual orientation, creed, religion, national origin, political affiliation (or lack thereof) or physical or mental disability or for other non-merit factors. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Employer and the Union will make a concerted effort to comply with all requirement of State and Federal statutes applicable to employees in the workplace.

All references to employees under this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Section 2. Union Activity.

Neither the Employer nor the Union shall interfere with the rights of employees covered by this Agreement to

become or not become members of the Union, and there shall be no discrimination against any employees because of Union membership or non-membership.

Section 3. Equal Employment/Affirmative Action.

The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable State and Federal laws and regulations, including but not limited to, the Americans with Disabilities Act (ADA), Equal Employment and Affirmative Actions.

ARTICLE IV - DUES CHECKOFF

Section 1. Deductions.

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following: (1) Union membership dues, assessments, or fees or (2) P.E.O.P.L.E. contributions.

The Employer shall honor employee's individually authorized deductions. Such authorized deductions may only be revoked in accordance with the terms under which an employee voluntarily authorized said deduction. Written authorization may be evidenced by electronic communication and such writing or communication may be evidenced by the electronic signature of the employee.

An employee who has previously authorized payroll deductions pursuant to this Section shall continue to have such deductions made and shall not be required to reauthorize such deductions unless the employee has

The Local, State or International Union shall advise the Employer of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

When an employee has authorized payroll deductions for Union membership, the wage stub will state "Union dues" and the amount of deduction.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the Employer timely notice and written authorization of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in such authorizations and payroll deductions. Upon receiving notice and written authorization the Employer shall commence deductions as soon as practicable, but shall be no later than thirty (30) days after receipt from the Union. Employee deductions shall be transmitted to the Union as soon as practicable and within the prescribed procedures of the _____ from the date of the deduction.

The Employer will not cease voluntary deductions from a bargaining unit employee unless directed to do so by the Union. If a bargaining unit employee requests a change in membership/dues status, the employee will be referred to the Union.

Section 2. Revocation.

All employees covered by this Agreement who have signed Union dues checkoff cards for the Union prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such

dues deductions within the terms of their individual authorization and the procedures defined in this Agreement.

Section 3. Indemnification.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability and, subject to the approval of the court or other applicable trier or decision maker in the proceeding, for all legal costs arising from any action taken or not taken by the Employer in compliance with this Article. If the Employer does not comply with this Article, the Union shall not be held responsible for this section. Employer has the right to select counsel of its choice to defend any such claims, demands, suits, or liabilities and to direct all aspects of its defense in such matters.

ARTICLE V - MANAGEMENT RIGHTS

Subject to the provisions of this agreement and Public Act 83-1012, the Employer retains the inherent management authority and is vested with the exclusive right to control its operation, to determine its policies, its overall budget, the manner of exercise of its functions, and the direction of its work force and to maintain efficiency provided the exercise of such rights by management does not conflict with specific provisions of this agreement.

ARTICLE VI - UNION RIGHTS

Section 1. Union Activity During Working Hours.

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings or other hearings or meetings agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievant, and if such attendance does not significantly interfere with the Employer's operations. Such denial shall be submitted to the employee in writing prior to the start of the meeting. The denial shall include the bona fide reason for the denial and shall include an explanation beyond "operational need."

After giving appropriate notice to their supervisor, employees shall be allowed time off without pay or use accrued benefit time, excluding sick time, to attend AFSCME certified steward training, if such attendance does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) days for each steward for the term of this Agreement.

Additionally, when new local union presidents are elected they shall be entitled to two paid days off or use accrued benefit time, excluding sick time, to attend the AFSCME Council 31 New President Orientation.

Section 2. Information Provided to Union.

The Employer shall submit to the Local Union, upon request, the current seniority roster and reemployment lists, applicable under the seniority provisions of this Agreement.

Section 3. Labor/Management Meetings.

Labor/Management meetings may be conducted once every month (if needed). Union and Management will submit agenda items to the designated representatives five (5) days prior to the scheduled Labor/Management meeting.

The number of participants for the Union will not exceed four (4) employees. Labor and Management may

2025-474

request additional participants to clarify the issues under discussion.

Section 4. Union Access.

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, District Council representatives, or International representatives shall have access to conduct Union business, provided the Union first notifies the Employer and does not unduly interfere with the operational requirements of the Employer.

Section 5. Official Union Work.

No authorized representative of the Union who is required to be involved with the Employer in negotiations or grievance discussions shall lose pay for time spent away from work as qualified below.

They will be paid the applicable rate provided in Article XVIII. Regarding special assignment pay (e.g. new construction rate and seasonal rates), the special assignment pay will be paid provided that no other person is "stepped up" to fill the job classification that the subject person holds. Special assignment pay will not be paid when discussions and negotiations occur during inclement weather. The recognition of appropriate rates of pay will be subject to the daily work assignments as assigned by the area superintendent. At no time will overtime rates be paid during negotiations or grievance discussions. Pay is not provided for time spent in negotiation or grievance discussions outside the individual's normal work shift.

Overtime shifts turned down by an individual will not be subject to reassignment on callout sheet; they will be treated as normal turndowns. In all cases where any Steward or Union Representative is required to conduct Union business, he should notify his Supervisor prior to conducting the union business, and return as soon as he has completed the union business.

Section 6. Bulletin Boards.

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places at the Distribution Center, Lake Services and other appropriate areas to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE VII - GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance, disagreement or dispute which may arise between the parties or members including but not limited to the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Section 1. Grievance Procedure.

Step 1 - No more than two members of the Union Grievance Committee, with or without the employee, shall discuss his grievance with the division Superintendent as soon as practical or within fifteen (15) working days of the date the disagreement occurred or the employee's knowledge of the occurrence. The division Superintendent shall respond to the grievance as soon as possible but not later than three (3) working days.

Step 2 - If the disagreement is not resolved within three (3) working days, the grievance shall be reduced to writing and signed by the employee and the Union Steward or an elected official of the Union and presented to the appropriate Division Manager. This must be done within fifteen (15) working days after the response in Step 1 is due. The appropriate Division Manager shall respond to the grievance within seven (7) working days to the employee and the Local Union Grievance Committee.

Step 3 - If the grievance remains unresolved, it shall be presented by the Union Grievance Committee within fifteen (15) working days after the response in Step 2 is received in writing, to the Public Utilities General Manager or his designated representative. The Public Utilities General Manager shall respond in writing within seven (7) working days to the Union.

Step 4 - After the employer has given its response in the ~~third~~^{second} step of the grievance procedure, if the Union remains unsatisfied with the result, it may request mediation of the grievance, the procedure of which is as follows:

1. If the Union or employer desires mediation, it shall notify the other party In writing of such desire within thirty (30) days after the Employer gives its third step answer.
2. After notice is given by either party and the parties mutually agree to mediation, the Employer shall promptly notify the Federal Mediation and Conciliation Service (FMCS) of the grievance referral. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation.
3. The grievant shall have the right to be present at the mediation conference.
4. There shall be one person from each party designated as spokesperson at the mediation conference. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.
5. The mediator may provide the parties with an immediate oral advisory decision with respect to any grievance involving the interpretation or application of the collective bargaining agreement, together with the reasons for his or her decision, unless both parties agree that no decision shall be provided. The authority of the mediator is limited to an advisory decision interpreting and applying the provisions of the collective bargaining agreement. If the grievance referred to the mediator does not involve the interpretation or application of the collective bargaining agreement or does not arise out of other circumstances and conditions of employment, the mediator shall so advise the parties and terminate the mediation proceedings.
6. In the event that a grievance which has been mediated is appealed to arbitration, no person serving a mediator between these parties may serve as arbitrator nor may any such person be placed on any panel for which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held and there shall be no references to or use made of any statement, oral or written, or things done at the mediation conference. The advisory decision of the mediator shall not constitute a precedent unless the parties otherwise agree.
7. If no settlement is reached at mediation, the Employer and the Union shall conclude the mediation conference with a joint statement in writing terminating the mediation.
8. The fees and expenses of the mediator and the mediation office shall be shared equally by the parties.

Step 5 - If the grievance is still unsettled, the Union may, within fifteen (15) working days after mediation, by written notice to the other, request arbitration.

Section 2. Arbitration.

If the representatives of the Employer and of the Union are unable to reach an agreement on any grievance then such grievance shall be referred to arbitration.

If arbitration becomes necessary, the parties shall meet in an attempt to select a mutually acceptable arbitrator. If unable to reach an agreement, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at anytime after the list of arbitrators has been requested and prior to the ~~convening~~ convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

The parties hereto agree that the decision of the arbitrator shall be final and binding on the parties hereto.

The expenses and fees of the arbitrator and the cost of the hearing room shall be split equally between the parties. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for an equal cost of the verbatim record as noted above.

Section 3. Civil Service.

The members of this unit covered by this Agreement are classified employees for purposes of Civil Service administration for the City of Springfield. As classified employees, the members are accorded certain rights regarding review of disciplinary action, demotions or layoffs, such matters possibly being a subject for the grievance procedure included in this Agreement. In those instances in which a member has elected to pursue his rights through procedures established by the Civil Service Commission of the City of Springfield, the subject matter of that action shall not be a basis for any grievance under the provisions of this Agreement. If a member initially files a grievance and subsequently elects to pursue redress or other relief through Civil Service procedures, the grievance procedure shall no longer apply to the subject matter raised and be suspended, and the grievance dismissed. When a member so elects to utilize Civil Service procedures, this procedure shall be the exclusive means by which redress or relief is sought or an issue is resolved on any matter, which may be initially eligible to be a subject of a grievance.

ARTICLE VIII - DISCIPLINE

Section 1. Discipline.

While the parties agree with the tenets of progressive and corrective discipline, disciplinary action may include any of the following, but shall be initiated in light of the seriousness of the offense:

- Oral reprimand;
- Written reprimand;
- 1 day suspension
- 3 day suspension;

2003-673

5 day suspension;
15 day suspension;
30 day suspension;
Discharge (notice to be given in writing).

Disciplinary action may be imposed upon a certified employee for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action- giving rise to the discipline and has had a reasonable period of time to investigate the matter but in no case later than 60 days.

Section 2. Reprimand.

If the Employer has reason to reprimand an employee it shall be done whenever possible in a manner that will not embarrass the employee before other employees or the public.

Section 3. Notice.

For discipline other than reprimands, the Employer shall hold a pre- deprivation meeting. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union steward forty-eight (48) hours in advance of the meeting and reasonably in advance of such meeting shall provide the steward with the alleged infraction. The Employer then shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 4. Demotion.

Demotions shall not be used as a disciplinary measure, however, the parties recognize that circumstances may exist where the interests of the Employer or the employee may be best served by such action and in such cases demotion shall be appropriate.

Section 5. Union Representatives.

An employee, will have a right to union representation during the imposition of discipline.

Section 6. Removal of Discipline.

Any oral reprimand or written discipline imposed shall be removed from an employee's record, if, one (1) year passes without the employee receiving any additional discipline. Any suspension imposed, except for suspensions resulting from positive drug and/or alcohol tests shall be removed from an employee's record, if, from the date of the last disciplinary action, three (3) years pass without the employee receiving any additional discipline. However, such suspension may be used against an employee for the purposes of promotion for up to 5 years.

ARTICLE IX - HOURS OF WORK AND OVERTIME

Section 1. Work Day.

Five (5) eight (8) hour days, Monday through Friday inclusive, forty (40) hours, shall constitute the workweek. Eight (8) hours within each twenty-four (24) hour period shall constitute the workday. Regular work hours shall be from 7:00 a.m. to 3:30 p.m. The parties agree to a summer hours work schedule ~~follow the past practice of the~~

~~summer hours work schedule~~ of 6:00 a.m. to 2:30p.m. ~~on or around~~ from Memorial Day to Labor Day, as determined by management and local president or designee. This change does not apply to shift workers.

Section 2. Lunch.

A thirty (30) minute lunch intermission time shall be provided between the hours of 11:00 A.M. and 1:00 P.M. The thirty (30) minute lunch intermission time shall be defined as the period between the time work stops on the job site to the time work starts on the job site. The workday as defined in Section 1 of this Article shall be exclusive of this thirty (30) minute time period, and shall apply to non-shift labor only.

If non-shift employees are requested to work during their lunch period and are not given an opportunity to eat lunch, they shall be compensated at the double time rate.

Section 3. Varying Work Week.

The Employer may establish another regular work week for a minimum number of individuals or crews, provided the Union shall be notified. However, there shall be no changes in the work week to avoid paying overtime. Temporary employees hired between May 1st and October 1st may perform work similar to that being performed by Union members.

Section 4. Additional Meals.

When it is necessary that employees continue to work for three (3) hours or more after their regular quitting time, they shall be furnished a meal at the Employer's expense. No alcoholic beverage may be served when a meal is at the Employer's expense and the employee is returning to work. Employees shall be paid a minimum rate of four (4) hours pay at double time unless prearranged (Section 11), then at time and one-half. The Employer shall furnish additional meals for such men at intervals of not more than six (6) hours thereafter while they continue to work. Men working emergency overtime shall be furnished a meal at intervals of not greater than six (6) hours, commencing with the time they report for work.

If an employee is called in more than two (2) hours but less than six (6) hours before the start of their shift, that employee shall receive a meal allowance, the meal to be taken as soon as possible based on operational needs. No additional time will be granted to eat the meal.

A nontaxable allowance of \$18.00 per meal will be granted for all meals earned. A maximum of one (1) hour shall be sufficient in which to receive a meal and meals shall not include any alcoholic beverages if employee(s) are returning to work. When employee(s) are returning to work, meals shall be purchased in the area of town in which the employee(s) are working.

Section 5. Early Reporting.

A minimum of four (4) hours at double time rate shall be paid to all employees who are required to report to work two (2) or more hours before regular starting time. If required to report less than two (2) hours before start, they shall receive double time pay until the regular starting time.

Section 6. Weekend & Holidays.

Any employee called to work on Saturdays, Sundays and Holidays shall receive not less than four (4) hours at double time rate of pay. Any employee on call out shall be required to perform all emergency work within his classification during the call out period.

Section 7. Overtime Call Out.

All overtime shall be equally and impartially divided among bargaining unit employees doing the same class of work, insofar as practical. Bargaining unit employees should be called first on any overtime. If overtime is available in the office on holidays, weekends, vacations, personal days and other time off situations and the office personnel do not want to work, this overtime shall be divided between all other employees in the bargaining unit on a rotating basis so long as they are qualified. The overtime rate of pay shall be based on their own classification wage rate. This overtime shall be administered by their respective Superintendent or his designee.

All emergency and other cases of overtime shall be equally and impartially divided among members of the bargaining unit on a rotating basis, by seniority in each job classification, and administered by their Superintendent or his designee. If Local No. 337 fails to provide an adequate number of qualified employees in the bargaining unit to work overtime in emergency situations, the Superintendent or his designee may fill the required positions with any employee deemed qualified outside of the bargaining unit.

Section 8. Consecutive Work Hours.

All overtime work on Sundays and holidays shall be paid at the double time rate. Employees shall be paid at the rate of double time for all overtime not specified otherwise. In addition, all employees who have worked more than eight (8) consecutive hours, but not less than sixteen (16) hours immediately preceding their regular shift, shall receive the double time rate for working their regular shift.

After sixteen (16) consecutive hours of work, with intermission for meals included, employees shall be paid double time until released from work. The Employer may release employees from work during the employees' normal work hours for rest. Such released time shall be paid at the employees' normal rate of pay. If called back to work before having eight (8) consecutive hours off duty, employees shall continue to be paid at the double time rate, except where the employee has filled an office position on a temporary, overtime basis.

All employees shall be paid at their regular straight time rate for the hours of the above rest period that falls in their regular work shift. All employees shall be available for work during the paid rest period. Notwithstanding any provisions above, no employee shall be required to work without at least eight (8) hours of rest between shifts, whether regular or overtime.

Section 9. Prearranged Overtime.

Prearranged work outside the regular work shift shall be paid at one and one half times the regular rate when notification is given ten (10) hours or four (4) working hours in advance. Ten (10) hours or four (4) working hours constitutes sufficient time to classify overtime as being prearranged. On prearranged work, the Employer shall have the option to complete job prearranged for up to eight (8) hours total, after which the rate will be at double time at the option of the crew to continue working.

Section 10. CompTime Election.

Employees shall be paid for all overtime. ~~Effective October 1, 2004,~~ An employee may request and be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of 120 hours per contract year. Compensatory time shall be scheduled in advance and can be taken in four hour increments, subject to the approval of the supervisor. Compensatory hours not used shall be liquidated in cash at the end of the contract year.

~~The parties mutually agree to discuss at a later time possibly altering section 10.~~

Section 11. Consecutive Shifts.

No employee will be scheduled to work more than two consecutive shifts in a non-emergency situation. If an employee is scheduled to work two consecutive shifts and is up on the overtime rotation to work a third shift that employee will be passed over and another qualified employee will be scheduled.

Section 12. Unspecified Overtime.

All overtime not otherwise specified shall be paid at the double time rate. If called back after regular quitting time, no less than four (4) hours on double time basis will be paid.

All employees who have worked their regular eight (8) hour shift and continue working or are called back before having eight (8) hours of rest and work an additional eight (8) hours immediately preceding their next regular shift shall receive eight (8) hours of rest from the time they are released from work until required to return to work. If called back to work before having eight (8) consecutive hours off duty (rest period) employees shall have the option to accept or decline the call back. If the employee accepts the call back they shall be paid the double time rate for all hours worked until the regular starting time.

Employees will be paid for the hours of the above rest period that fall in their regular work shift. Employees will be required to return to work for any hours remaining in their regular shift after receiving eight (8) hours of rest or request benefit time off.

Employees may use compensatory time in one (1) hour increments for any remaining regular shift hours. The use of compensatory time in one (1) hour increments applies only to Article IX, Section of this contract.

All employees who are called back to work for emergency field work on a Sunday or holiday and work eight (8) or more hours immediately preceding their next regularly scheduled shift, shall receive eight (8) hours of rest, without loss of pay, from the time they are released from work until required to return to work.

ARTICLE X - SENIORITY/VACANCIES/LAYOFFS

Section 1. Seniority Recognition.

After six (6) months of continuous employment in the bargaining unit, seniority shall be recognized and the senior employee shall be given preference.

Section 2. Public Utilities Division.

Divisions within the Office of Public Utilities shall be the Water Department Distribution Section, Electrical Department Section and Administrative Services Section (Lake Services and Property Management Center).

Section 3. Preference.

Union employees shall have preference where promotions and overtime work are concerned. Seniority shall govern only employees covered by this Agreement.

Section 4. Openings.

2025-474

When the Employer determines to fill a vacancy, the opening shall be posted five (5) working days by heads of the Division and all employees within the bargaining unit shall be permitted to bid on same. Where ability and qualifications to perform the required work are, among the employees concerned, relatively equal, seniority shall govern. Within twenty (20) working days after the bids are received, the successful bidder will be awarded the position and a start date determined pending receipt of medical exams and with payroll logistics and operational needs taken into consideration. In any case, the Employer will start the successful candidate in the position within thirty (30) working days after the receipt of the bids. This provision will apply only to bargaining unit bidders. One hundred twenty (120) days shall be considered a break in period. During this one hundred twenty (120) day period, the Employer and Union will evaluate work. The Employer has the right to return the employee to his previous classification at any time during the one hundred twenty (120) day period, and the job will be rebid. An employee may request to return to his/her previous classification within 30 calendar days of his/her appointment to the position.

The resulting vacancy will be filled from the previous bid list. Employees covered hereunder shall have the right to a hearing in the manner herein set forth on any differences of opinion as to the competency of employees filling a new position or vacancy, discipline administered, layoff, discharge or questions regarding seniority.

Employees with a minimum of 20 years of continuous service in the bargaining unit, and who are a minimum of age 50, may bid into posted vacancies of Complaint, Locate and Storeroom positions only and will be allowed to carry their current wages to titles with a lower hourly rate of pay.

Complaint Men with a minimum of five (5) years in title, who elect to bid into a Laborer position, shall start at the Water Service Maintenance Man: Over One Year rate of pay.

Section 5. Temporary Assignment.

An employee placed on temporary assignment to a higher paid classification shall receive the established rate of pay for the higher classification. Employees placed on temporary assignment, not to exceed two (2) weeks, to a lower paid classification, shall suffer no reduction in wages during such two (2) week period. No employee should be retained in a lower paid classification longer than necessary. Wherever possible, the lower paid classification should be filled by someone for training purposes or rotated by other qualified people. Except during the posting period, temporary job assignments shall not be made to fill permanent vacancies.

Section 6. Transfer(s).

An employee being permanently transferred out of a Division, demoted or laid off, shall be notified six (6) weeks in advance of such action. Any employee transferred, demoted or discharged for just cause will have the right of a hearing before a representative of the Employer, Civil Service, the Union and any legal counsel of the employee's choice. This section will not pertain to returning temporarily assigned employees to former Division or classification or to employees within the one hundred twenty (120) day break-in period.

Section 7. Layoffs

The Employer may layoff any employee, whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position, or because of changes in organization. However, no employees within the unit shall be laid off while there are seasonal, volunteers, interns, intermittent, temporary or probationary new hire employees serving in the same job classification within the organizational unit, for which the employee is eligible and available. In addition the Employer agrees not to utilize non-bargaining unit workers to perform the work of laid off bargaining unit employees for the purpose of eroding the bargaining unit and/or the status of the

Union as the exclusive bargaining agent.

In the event a layoff is necessary, employees will be laid off by inverse order of seniority and their ability to perform the remaining work available without additional training. Layoffs shall be within an organizational unit by classification, i.e., Water, Electric, or Administrative Services.

Employees subject to layoff shall be allowed to exercise the following options in the order set forth below subject to the employee being qualified for the position:

1. to fill a vacancy, if any as determined by the Employer, in the same classification within the same bargaining unit;
2. to displace the least senior employee with the same classification in the same bargaining unit;
3. to fill a vacancy, if any as determined by the Employer, in a classification having a lower rate of pay within the same bargaining unit;
4. to displace the least senior employee in a lower level classification within the same bargaining unit provided the employee has the skills and abilities to perform the work.

Any employee being laid off shall be notified in writing as soon as practical but no later than twenty-one (21) days before the effective date of the layoff.

An employee may waive his/her right to bump into a lower classification and choose to accept a layoff without any adverse effect upon future employment.

Employees on layoff shall not accumulate vacation, sick, or personal leave during the period of layoff. However, there shall be no loss of accumulated sick leave during layoff, except that when an employee is continuously laid off for a period of sixty (60) months, accumulated leave shall be lost. Accumulated vacation shall be paid on the next payroll following the laid off individual's last day of work.

Section 8. Recall.

An employee on layoff with the greatest seniority within the job classification in the bargaining unit shall be recalled to work first. An employee returning from layoff must be physically able to perform the assigned work.

Section 9. Loss of Seniority.

An employee shall lose his seniority if he quits, is terminated or discharged for just cause, does not return to work from layoff within ten (10) working days after being notified by the Employer by registered mail, or if the Employer has not been able to locate him at the address which he has most recently given the Employer. The Employer shall furnish the Union the name of any employee notified to report back to work on the day notification is sent to the employee.

Section 10. Seniority Accrual.

During layoff, seniority shall continue to accrue, subject to the following:

1. An employee shall be terminated if he has been on layoff for a period of time equal to his seniority at the

date of layoff or five (5) years, whichever is greater.

2. An employee's seniority shall continue during:
 - a. Period of approved absence with leave
 - b. Period of absence because of injury or illness
 - c. Period of layoff because of lack of work as limited by Section 11.

Section 11. Recall Rights.

An employee notified of a recall to a job classification within his division, paying less than he was receiving when laid off, may refuse to accept such work without being terminated. Such refusal shall be in writing and mailed before ten (10) working days have passed from receipt of notice of return. An employee refusing to accept a position having the same pay as he received when laid off shall be terminated.

Section 12. Temporary Foreman Positions.

Temporary Foreman Positions:

1. Callouts: If no crew leader is available, the employee with the most bargaining unit seniority on the crew will assume the position of Foreman.
2. During Normal Working Hours: The Water Distribution Superintendent will designate a bargaining unit employee as Foreman, not based on seniority.
3. On overtime at Lake Services, when a crew is working and a foreman is not scheduled to work, qualifications being equal, the employee with the greatest bargaining unit seniority will assume the position of foreman.
4. Temporary Foreman vacancies in Lake Services shall be filled based on the most senior lake area maintenance operator. Bargaining unit seniority shall be taken into consideration when determining the successful bidder. Permanent and temporary foreman may be reassigned to different work locations by management to ensure efficiency of operations. Only current Lake Services employees will be eligible to bid. The Lake Services Superintendent will designation a bargaining unit employee as a temporary foreman.

Section 13. Promotion Process.

While the Employer retains the right to promote and fill vacancies, both parties agree it is in both parties' interest for an honest and fair process to do so. The parties agree to meet and reduce to writing an agreed upon process by which the employer will use for the purposes of promotion. Thereafter, if a change is necessary to the agreed upon process, both the Union and the Employer shall meet to discuss the changes. If, however, an agreement cannot be reached, status quo shall remain.

Section 14. Training Committee.

The parties agree to establish a new training and evaluation process for new hires and promoted employees for the purpose of increasing the quality, accountability, and knowledge of the workforce. The parties agree to establish a training committee comprised both management and Union members. The parties agree to meet and reduce to writing the process for training and evaluating new hires and promoted employees to be based on an "apprenticeship" model.

ARTICLE XI - PROBATIONARY REQUIREMENTS

Section 1. Probationary Period.

Every person who becomes an employee must work a six (6) month probationary period before they are eligible for the conditions of this Agreement.

Section 2. Same Day Hire-in.

Employees shall enjoy the rights and privileges of seniority upon their date of hire. Employees who hire in on the same day shall submit to a seniority draw to determine the tie break. At such drawing, the union shall conduct the draw and notify the employer of the results.

Section 3. Probationary Period Notice.

Management will involve the Union officers and request their opinion before a written report is sent to the Public Utilities General Manager prior to the end of a new employee's probationary period.

Section 4. Probationary Discharges.

The Union shall not have the right to grieve over the discharge of any employee while he is on probation.

Section 5. Public Utility Seniority Rights.

Any employee, who is placed in a position by the Employer not covered under this Agreement, shall continue to acquire seniority rights as long as the Office of Public Utilities employs them. They may not use their seniority rights to bid on any job opening under this Agreement while in a position not covered by this Agreement. If said employee is removed from the above mentioned position at such time there is no appropriate job openings, they shall be paid at the applicable rate found in Article XVIII of their last held classification under this Agreement and shall be assigned such duties as are mutually agreeable to both parties of this Agreement.

Section 6. Advancement Credit.

Employees who have successfully bid temporary assignments of temporarily vacant, permanent positions (e.g. a vacancy created because another employee is on duty disability) will have experience credited toward advancement within the given classification (e.g. WSMM First Year to WSMM over 1 year) as follows: Only periods of thirty (30) consecutive working days or more worked will be credited toward qualifying experience. (Including approved leaves).

Should said employees return to a previously held classification, qualifying experience will remain valid under the following schedule: If the employee has accumulated less than six (6) months of qualifying experience, that experience will remain valid for a period of 1 year from the last working day in the temporary assignment held. If the employee has accumulated six (6) months or more of qualifying experience, that experience will remain valid for 2 years from the last working day in the temporary assignment held. Should employees return to work

in the temporary classification within the above time frames for related experience, additional time served will be added to the time previously accumulated. If the time period for relative experience elapses, the employee will be considered to have no qualifying experience for purposes of advancement within the classification. A 90-day probationary period will apply to any employee who successfully bids the position should it become open on a temporary or permanent basis.

Section 7. Evaluations.

Probationary employees, including promoted employees who are in their "break-in" periods, shall receive a minimum of two evaluations during their probationary period, one of which shall be at the mid-point of the probationary period and one of which shall be at the end of the probationary period.

ARTICLE XII - LEAVE OF ABSENCE

Section 1. Eligibility.

Employees completing six (6) months of probation upon written request shall be granted a leave of absence in accordance with the provisions of this Article.

Section 2. Personal Days.

~~An allowance of three (3) personal days, according to the following schedule: After 90 days—1 personal day; after 180 days—1 additional personal day; after 270 days—1 additional personal day. An employee with at least one (1) year of seniority will be granted five (5) personal days per year that may be taken at the employee's discretion, except that t~~ Employees with less than ten (10) years of continuous City service within the bargaining unit, at the beginning of the contract year, shall receive four (4) personal days on October 1. Employees with more ten (10) or more years of continuous City service within the bargaining unit, at the beginning of the contract year, shall receive five (5) personal days on October 1 Employees shall receive four (4) personal days on October 1st each year. Employees with at least ten (10) years of continuous City service will receive an additional day for a total of five (5) days on October 1st each year. Employees hired after October 1st will receive one personal day after each ninety (90) days of employment. The employee must give notice to his Superintendent at least twenty-four (24) hours prior to the start of the shift he desires to use as a personal day unless the personal day is used in lieu of sick leave. ~~Employees hired on or after the ratification of the 2015 agreement shall be granted three (3) personal days per year that may be taken at the employee's discretion, except that the employee must give notice to his Superintendent at least twenty-four (24) hours prior to the start of the shift he desires to use as a personal day unless the personal day is used in lieu of sick leave. Those employees hired on or after the ratification of the 2015 agreement shall be granted four (4) personal days per year on October 1, 2023.~~ A personal day may only be used in lieu of sick leave to preserve bonus vacation. Personal days may not be accumulated. Only a limited number of men can be off on a personal day for any one day. The Superintendent in charge, at his discretion, shall set the number of men such that it will not disrupt operations. If an employee does not use his personal days during the contract year, he must, before the beginning of the next contract year, schedule the days on which he desires his time off. Such personal days shall be used between October 1st and March 1st and may not be rescheduled after the beginning of the new contract year. If the nature of the work makes it necessary to limit the number of personal days taken at one time or the number of employees taking personal days at the same time, the employee with the greatest seniority shall be given his choice of the period in which to take personal days.

Section 3. Bereavement Leave.

~~Employees shall be granted a maximum of five (5) days of leave of absence at the regular rate of pay if a death occurs to an immediate family member consisting one of the following: employee's spouse, children, step-~~

~~children, mother, father, brother or sister, stepmother, stepfather, or legal guardian, spouse's father, and spouse's mother, father, mother, spouse, child, spouse's mother, spouse's father. Employees shall be granted a maximum of three (3) days at the regular rate of pay if a death occurs to his brother, stepbrother, sister, stepbrother, grandchildren or other relatives who are members of the employee's household at the time of death. Employees shall be granted one (1) day at regular rate of pay if a death occurs to his grandparents, aunt, uncle or his spouse's brothers or sisters. Employee must notify Job Steward and Superintendent in charge before leave is taken.~~

Bereavement Leave - Employees shall be granted a maximum of five (5) days of leave of absence at the regular rate of pay if a death occurs to one of the following: father, mother, legal guardian, spouse or significant other whom the employee lived with, child, or equivalent relationships established by marriage spouse's mother, spouse's father. Employees shall be granted a maximum of three (3) days at the regular rate of pay if a death occurs to his brother, sister, grandchildren or other relatives who are members of the employee's household at the time of death. Employees shall be granted one (1) day at regular rate of pay if a death occurs to his grandparents, aunt, uncle or his spouse's brothers or sisters. Employee must notify Job Steward and Superintendent in charge before leave is taken.

Bereavement leave may be extended for eligible employees as defined by the Family Bereavement Leave Act, for up to a total of ten (10) workdays, provided that any time in excess of the paid leaves defined above will be unpaid unless the employees chooses to utilize their accrued sick leave or other benefit time.

Section 4. Duty Disability.

Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended. The first three (3) days will be paid if the injury is determined to be compensable under the Act. Commencing with the fourth (4th) working day of disability, and continuing until and including the ninetieth (90th) calendar day from the date of the illness or injury, an employee who remains incapacitated for work shall be additionally compensated, as salary, for all workdays missed because of said illness or injury, an amount equal to the difference between compensation payable under the above- mentioned Acts and what his net salary would be were he not disabled. As used in the immediately preceding sentence, "net salary" shall mean "gross salary less State and Federal taxes, pension and union dues." The resulting amount, less deductions, shall be paid to the employee. Issues relating to compensability of work related injuries, which cannot be resolved between the employer and employee, shall be decided under the procedures of the Illinois Industrial Commission. The employee will receive full time for the day of injury. Employees who become eligible for workers' compensation benefits on or after October 1, 2015, shall not accrue benefit time while receiving workers' compensation benefits for 30 calendar days or longer, unless specifically awarded pursuant to the Workers' Compensation Act, Award or Settlement.

Section 5. Jury Duty.

An employee, who loses time from work during his regular scheduled hours because of jury duty service, including legally required appearance for examination by a jury commission prior to such jury service, or because of service under subpoena in a court of record, shall be paid for such time lost at his regular rate. Jury duty fees shall be offset against such pay.

Section 6. Military Leave.

Employees who are members of military reserve units or the Illinois National Guard shall be paid for time away from work that may be required by their respective units. This section only applies to situations where the military reserve force initiates the order and is not meant to apply in situations where an officers request is merely

confirmed by the issuance of an order. Military pay shall be offset against such pay. Any employee inducted into the Armed Services shall be granted a leave of absence without pay for time spent as an active member of the military service. An employee's seniority shall continue until thirty (30) days after discharge.

Section 7. Family Medical Leave Act (FMLA).

Employees who have worked for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months may request leave pursuant to the Family and Medical Leave Act. Leaves may be requested for the birth or adoption of a child or for a serious health condition. Employees may receive a leave to take care of themselves or an eligible family member who has a serious health condition; that is, an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential treatment facility or continuing treatment by a health care provider.

An eligible employee is entitled to a maximum of twelve (12) weeks of Family or Medical leave in a twelve (12) month period. A "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave shall be used for this purpose. Employees will be required to exhaust all paid benefit time (vacation, personal days and sick leave) as part of their FMLA leave and such time will count toward the twelve (12) week limit.

Leaves to take care of a serious health condition may be taken on an intermittent or reduced schedule basis. Leaves for the birth or adoption of a child must be taken within the first twelve (12) months of the date of birth or placement.

Employees must request a leave by giving the city notice at least thirty (30) days in advance of a foreseeable leave, and as soon as practicable for an unforeseen leave.

The Employer may require employees requesting a leave to care for a serious health condition to submit medical verification from a health care provider. The employee may also be required to undergo an examination by an impartial physician. Such examination shall be paid for by the Employer. Upon return to work, the employee shall submit a fitness-for-duty certificate from a qualified health care provider.

During a Family or Medical leave, the Employer will continue to provide medical and dental coverage at the same premium rate as if the employee was still on active duty. The employee will be required to maintain individual health and/or dental premiums, if any. Payment of the employee's premium shall be due on the first day of the month and in no case later than the tenth of the month. Coverage shall cease immediately for any employee whose payment is more than thirty (30) days late.

After a leave, the employee will be restored to the position he held prior to the leave or to an equivalent position with equivalent pay and benefits. An employee who fails to return from an FMLA leave will be required to reimburse the City for the Employer's portion of the health insurance premiums paid during the leave.

Section 8. Maternity/Paternity/Adoption Leave.

In an amount equal to four weeks' pay taken consecutively is available for all full-time employees who become parents. Days must be taken in full day increments.

(1) All employees must complete the "Certification of Pregnancy and expected Due Date Form" during the first two trimesters (26 weeks). Employees must have the form signed by their physician and return it to human resources no later than the 26th week of pregnancy.

(2) Employees who adopt children will be eligible for this time if documentation relative to the adoption (court records, adoption agency forms, attorney briefs, etc.) are provided to human resources immediately upon its availability to the adoptive parent(s).

(3) This paid maternity/paternity/adoptive time is limited to one per employee, per year.

(4) If both parents are eligible employees and work in the same department, the time off must be staggered in order to avoid any possible disruptions in office operations.

Section 9. Benefit Time Donation.

Employees may voluntarily donate their accrued vacation or sick leave time to other employees subject to the following provisions:

1. Sick time – Employees who have a minimum of 31 days of sick time as of the close of business on the day such days are donated. Employees may donate an unlimited number of sick days but must maintain at least 30 sick days.
2. Vacation days – Employees who have a minimum of 6 vacation days as of the close on the day such days are donated. Employees may donate an unlimited number of vacation days but must maintain at least 5 vacation days.
3. The employee receiving donated benefit time may not use that time for anything other than sick leave, regardless of how the time was originally categorized prior to the donation.

4. Employees who wish to donate days must complete a time off request form indicating the type of leave to be donated and the date(s) of the donation.

Employees who have given notice of leave, resignation, or retirement are ineligible to make donations.

2.8. Employees that have given notice of leave, resignation, or retirement are ineligible to make donations.

ARTICLE XIII - SICK BENEFITS

Section 1. Sick Leave.

Sick leave shall be paid to employees after six (6) months. Each employee covered by the contract shall accumulate sick leave at the rate of one (1) workday with pay for each month of service including prior service. (When an employee completes six (6) months, he shall have accumulated six (6) sick days to his credit.)

Probationary employees providing medical certification will be granted authorized dock time. An employees' probationary period shall be extended by the number of dock days utilized.

Section 2. Leave Compensation.

Employees shall be compensated in cash at a ratio of five (5) days pay for twelve (12) days accrued sick leave to a maximum of ninety (90) days when they are permanently separated from employment as a result of retirement or death. In the event of death, payment is to be made to the estate of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation. ($5/12 \times 90 = 37.5$ days pay). Employees hired on or after January 1, 2012 shall not be eligible for this payout.

Section 3. Bonus Days.

Employees who have accrued thirty (30) days sick leave at any time prior to a contract year and have used one day or less of~~do not use any~~ sick leave or are not absent without pay during an ensuing contract year shall be granted two (2) days leave with pay. Employees who have accrued ninety (90) days sick leave prior to a contract year and have used one day or less of~~do not use any~~ sick leave or are not absent without pay during a current contract year shall be granted five (5) days leave with pay. Bonus days can be taken from October 1st to September 30th and can be taken a day at a time. Such leave shall be taken with the approval of the Superintendent. If an employee does not use his bonus days during the contract year, he may carry over these days into the next contract year. Bonus days shall be used between October 1st and March 1st of the new contract year or shall be forfeited. This time may not be cumulative. Effective October 1, 2011, sick days covered under FMLA shall be considered when determining an employee's eligibility for bonus days. The sick time used by employees that is a part of an extended illness of ten (10) working days will not be counted if the employee has accrued the minimum of 30 or 90 sick days during their employment.

Section 4. Sick Notice.

It shall be the responsibility of the employee to see that the office is notified of his illness and his inability to work prior to the beginning of his work shift.

Section 5. Physician Note.

If the employee shall be absent on sick leave under a doctor's care, he shall furnish a doctor's certificate signed by said doctor. When an employee has used thirty (30) days sick leave time to which he is entitled under this contract, all benefits under the IMRF shall be available to him, or he may use the balance of accrued sick leave time. [Employees shall not be compensated for more than three (3) days in any contract year (October 1st to September 30th) for illnesses, which do not require a doctor's certificate.]

Section 6. Leave of Absence.

An employee who has not met the above requirements for sick leave and has exhausted all accrued credits and has completed a family medical leave under Article XVI, Section 7 shall be granted upon request, a leave of absence without pay for a period up to six (6) months. Such leaves may be extended upon written request accompanied by a doctor's certificate. An employee's seniority rights shall continue during such leaves.

Section 7. Insurance.

The Employer shall provide an insurance program for its employees and dependents, which includes hospitalization, doctor's care and life insurance. No employee will enroll his spouse and/or dependents under this insurance who are ineligible to receive benefits because of other insurance coverage. The Employer will pay the entire cost of the basic plan. Life insurance is for the employee only.

Section 8. Sick Day Bonus.

~~If the individual average number of sick days taken by an employee covered under this contract within the Water Distribution section, Electric Distribution section or Administrative Services section, is 3.5 days or less for employees within that section during a contract year beginning October 1, and ending the following September 30, the employees within that section using 3.5 sick days or less will receive a \$350 bonus at the end of the corresponding contract year. (Note: Employees who transfer from one section to another, shall have his/her~~

~~eligibility and all days of sick time use for the whole contract year, allocated to the section in which the employee was employed the majority of the contract year.) Effective October 1, 2004, **if the average is 2.5 days or less, employees will receive an additional \$100 bonus.** The sick time used by employees that is part of an extended illness of more than ten (10) working days will not be counted against the section total. That employee will remain in the headcount total for that section and all sick time used, except for the extended illness time, will be included in the section totals. The employee's extended illness shall count as one (1) day for purposes of calculating the bonus for the entire section.~~

Employees who use 3.5 days or less of sick leave in a contract year shall receive a \$350 bonus at the end of the corresponding contract year. Employees who use 2.5 days or less shall receive an additional \$100 for a total of \$450 at the end of the contract year.

~~Total extended illness time will count in that employee's total of sick days used as it relates to receipt of the sick time bonus. Periods of extended illness of more than ten (10) working days shall count as one (1) day for the purpose of calculating this bonus.~~ Only those non-probationary employees employed on the last day of the contract year are eligible for the bonus. Effective October 1, 2011, sick days covered under FMLA shall be considered to determine an employee's eligibility for bonus payment.

ARTICLE XIV - HOLIDAYS

Section 1. Number of Holidays.

The following paid holidays shall be granted to all full-time employees:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Good Friday
5. Decoration Day (Memorial)
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veterans Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day
13. Day Before Christmas or After (to be decided annually)

Section 2. Before & After Holiday.

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Employees must work the day before and after the holiday or be on an approved paid leave in order to qualify for holiday pay.

Section 3. Holiday Observance.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be

observed as the holiday.

Section 4. Holiday Pay.

Employees who do not work on a holiday or days celebrated as such, shall receive the rate of straight time for that day.

Section 5. Working Holiday Pay.

When an employee is assigned to work on any of the above holidays, they shall be paid at the double time rate of pay, in addition to his regular holiday pay.

Section 6. Holiday as Celebrated.

When a holiday is celebrated on Monday or Friday, only the day celebrated as the holiday shall be considered for holiday pay.

ARTICLE XV - VACATION

Section 1. Vacation Time.

Employees shall be granted vacation time with pay according to the number of years of continuous service they have with the City of Springfield.

Section 2. Accrual Rates.

Vacation leave per year with pay will accrue according to the following schedule:

0 through the end of 5 years	10 days
Start of 6th year through end of 15 years	15 days
Start of 16th year through end of 25 years	20 days
Start of 26th year	25 days

Section 3. Vacation Usage.

Vacations may be taken in the following manner - After six (6) months of continuous service, five (5) days may be taken; after an additional six (6) months of continuous service, an additional five (5) days may be taken; after the second year of continuous service, vacation may be taken as indicated in Section 2. Vacation leave earned in one year must be taken by the end of the next succeeding year or be lost. Such days must be used within that year.

Section 4. Vacation Requests.

Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods. Employees in the Electric Department shall be limited to a maximum of two weeks vacation time between June 1 and September 1, unless waived by the Superintendent based upon operational needs. Employees with at least six (6) months continuous service who retire or resign from the service of the Employer shall be compensated at their straight time hourly rate for unused vacation leave at the time of separation provided two (2) weeks prior notice is afforded the

Employer in writing. If said notification is not provided, the employee shall not be entitled to any pay for accumulated vacation time. The parties recognize there may be circumstances that prevent giving 2 weeks notice. In those cases, the Employer and union will meet to discuss waiver of the notification requirement. In the event of an employee's death, the estate shall receive such unused vacation pay. In no case will any probationary employee or any employee discharged for cause be compensated for unused vacation.

Section 5. Holidays on Vacation.

If a holiday occurs during the calendar week in which an employee takes a vacation, the employee's vacation period shall be extended one (1) additional workday.

ARTICLE XVI - JOB DESCRIPTIONS AND DUTIES

Section 1. Purpose.

The purpose of the job descriptions listed below is to identify an occupational classification in the bargaining unit of the Union. Incidental duties shall not be included in a job description unless they are recognized to identify the classification.

Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications and any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon and signed by both parties and attached hereto and made a part of this Agreement.

~~In collaboration with medical professionals, management shall retain the right to determine whether medical restrictions would substantially limit the ability of the foreman to perform essential tasks.~~

Included and made a part of the following job descriptions is a clause covering "all other duties or instructions required in the efficient performance of the job as deemed necessary by the Superintendent:

WATER DISTRIBUTION DIVISION

Water Division Foreman - To assume responsibility for carrying out the instructions of the Superintendent; to oversee the personnel assigned to him and be responsible for all safety requirements; to report any required maintenance of equipment that is used by his crew; and to maintain all required records. Water Division Foreman to be working Foreman.

Water Division Service Maintenance Men - Receive and carry out instructions from the Division Superintendent and/or Foreman, install all services, make taps, make service connections, use boring equipment, use tapping machines up to twelve (12) inches. Also, perform all other maintenance duties to buildings and grounds as assigned by the Division Superintendent, and assist during emergencies.

Valve Crew Foreman - Receive and carry out instructions from the Superintendent. Locate and operate main and fire hydrant valves; raise valve boxes to grade; flushing of mains and collection of water samples, verification of water distribution maps and records; assist water distribution crews in location and operation of valves,

pumping and water distribution maintenance work.

Valve Crew Laborer - Receive and carry out instructions from the Division Superintendent and/or Foreman. Locate and operate main and fire hydrant valves; raise valve boxes to grade; flushing of mains and collection of water samples, verification of water distribution maps and records; assist water distribution crews in location and operation of valves, pumping and water distribution maintenance work.

Fire Hydrant Crew Foreman - Receive and carry out instructions from the superintendent. Operate and maintain all fire hydrants in the distribution system. Work with and assist the Fire Department in operation and flow testing in fire hydrants. Work with and assist in the verification of Water Distribution maps and records.

Fire Hydrant Laborer - Receive and carry out instructions from the Superintendent of Distribution and/or the Fire Hydrant Crew Foreman. Maintain and repair all fire hydrants in the City water distribution system. Perform interdepartmental flushing and flow testing. When replacing a hydrant, this crew will be given additional labor to complete the work.

Storeroom Foreman - Work consists of ordering all the material for the Water Division Distribution System, and keeping a perpetual inventory of the Water Division Stock. Also, performing general office work necessary to implement the efficient functions of the Storeroom as preparing purchase requisitions, receiving sheets, requests for delivery, stock requisitions, small job orders, and issuing of material and supplies to the service crews. Must also direct the orderly arrangement of materials in the warehouse and yard storage area. Assist with inventory control between the Water Division and Data Processing.

Storeroom Keeper - Work consists of receiving all materials for the Water Division and issuing work materials to service and water main crews daily; the constant maintenance of all storeroom facilities in the warehouse, yard, and grounds; keeping the storeroom foreman informed as to the necessity of ordering materials, small equipment, supplies, and providing other necessary inventory control assistance which may be required to properly maintain the inventory including, but not limited to, issuing and receiving materials with associated record keeping; and pick up and delivery of materials to crews. Must be able to operate CRT terminal and PC to prepare DCVs, purchase orders and requisitions, stock requisitions, and other paperwork pertaining to purchasing and inventory control. Perform Communications Operator duties as required on a relief basis.

Storeroom Helper/Utility Person - Work consists of assisting the Storeroom Keeper in all matters. Maintenance of warehouse facilities, stores area, service center grounds, pickup and delivery of materials to crews. Is assigned duties by the Water Office Manager or Storeroom Foreman. Perform duties as a Water Service Maintenance Man when assigned. Perform Communications Operator duties as required on a relief basis. When performing Communication Operator duties this person shall be paid at the Storeroom Helper rate.

Office Systems Operator/Data Input Operator - To perform all general type office work equivalent to Clerk Typist I and assist the Water Division managers in all phases of their work, necessary for the implementation of an efficient Water Division clerical system. Must be able to operate CRT terminal and PC to assist in the preparation of DCV's, purchase orders and requisitions, stock requisitions, and other paperwork pertaining to purchasing and inventory control. Must be able to prepare and maintain paperwork pertaining to new services. Prepare and maintain payroll and related records including leave totals. Must relay information by radio to the field crews and by telephone to the public. Perform Communications Operator duties as required.

Communications Operator - To assist if necessary in general office work and must be able to relay information by radio to the field crews concerning valve location, main location and emergency orders as may be directed. Will assist in secretarial duties as required. Assist and help implement new record keeping programs as necessary. Must be able to process all paperwork associated with the above described jobs and give assistance as needed to

the general public in regard to water problems, connected with residential or commercial services.

Water Division Janitors - Keep the building clean at all times, which includes the work areas as well as the toilet facilities; have a knowledge of the various chemicals used and their proper use; and keep all equipment assigned to them clean and in proper condition. Perform watchman duties on a relief basis.

Water Division Watchman - To maintain a security watch of the assigned Water Division property; to record all evening telephone calls, to record and call personnel to work and to provide the following limited janitorial services when all attempts have been made to fill janitorial job: Sweep office area floors, empty waste baskets and ashtrays as directed by the Superintendent. Relay information by two-way radio to personnel, such as water service, meter, main and valve locations. Assist and help implement new record keeping programs as necessary, must be able to process all paperwork associated with new and existing record keeping programs.

Complaint Man Foreman - To assume the responsibility and/or to direct the Complaint Man in completing the duties as defined under the Complaint Man job descriptions. To assume responsibility for carrying out the instructions of the Superintendent; to oversee the personnel assigned to him and be responsible for all safety requirements. To complete paperwork and records as assigned. Complaint Man Foreman to be a working Foreman.

Complaint Man - Investigate and maintain services, hydrants, water meters and mains. By "investigate and maintain", this means the checking of main leaks, service leaks and meter leaks. Complaint Men will be required to replace meter pit lids, make meter readings, change meters ~~and~~ test meters, repair meters, install remote readers, and clean out stop boxes, meter pits, and valve boxes, investigate high bills and deliver materials to job site. All Complaint Men will be knowledgeable with Kardex and maps in regard to looking up stop boxes, valve boxes, locating mains, checking meter numbers and Kardex and record and maintain records of all investigations.

Relief Complaint Man ~~is a working position~~ - The duties for the relief complaint man will be those as assigned in the Contract for a Complaint Man ~~and to be the meter shop team supervisor when the~~ man is working. The work shift will be Tuesday through Saturday, with the regular days off being Sunday and Monday. This will not be a rotating shift.

Relief duties will be to relieve the Complaint Men when they are on vacation or during extended periods of illness.

~~All Saturdays will be worked as a Complaint Man. The Relief Man when not working complaints will work in the Meter Shop.~~

Night Complaint Man - Perform duties as described in Water Division Complaint Man description as directed by the Superintendent. The hours for this position are 11:00 a.m. to 7:30 p.m. At the discretion of the Superintendent, these hours may be changed forward and, as desired, subsequently backward by up to one and one-half (1 1/2) hours given two-week notice. As such, the shift could be changed to be as late as 12:30 p.m. to 9:00 p.m. In other words, the normal shift shall not begin earlier than 11:00 a.m. or run later than 9:00 p.m., but the shift can be adjusted within this time range. The shift will be adjusted no more than four (4) times per calendar year.

~~Leak-Detector Foreman - To be responsible for all underground gas searching and meter work done on ground for~~ in order to locate and unclogging, billing, down pipe test, pumping and reading large meters must be knowledgeable with complaint man and water to enter job duties, and able to perform same and fill these positions when needed.

~~Meter Repairman Foreman - To assume the responsibility and/or to direct the Meter Repairmen in completing~~

2535-274

~~the duties as defined under the Meter Repairman job descriptions. To assume responsibility for carrying out the instructions of the Superintendent to complete paperwork and records as assigned; to oversee the personnel assigned to him and be responsible for all safety requirements. Meter Repairman Foreman to be a working Foreman.~~

~~Meter Repairman Maintain, test, repair and replace all water meters and remote readers. Perform and record flow test from meters. Maintain and clean tools and equipment, install remote readers, make up special connections for meters, which are to be set on hydrants and deliver materials to job sites. Men working in the meter shop shall have similar knowledge of men doing complaint and water service maintenance work.~~

Water Division Locator Foreman - Work consists of the various duties as follows: repair broken meter pit lids, rings and stop boxes, repair valve cases, locating water mains and services for contractors, plumbers, service crews and individual customers, turn on and off water services, check leaking fire hydrants, pick up and deliver barricades and deliver parts to the crews working at various job sites and to assist complaint men in checking for leaks and removing and setting water meters.

Assistant Water Division Locator - Receive and carry out instructions from the Superintendent and/or the Water Division Locator Foreman. Locate water mains and services for contractors, plumbers, CWLP crews and individual customers. Repair meter pit lids, and stop boxes, etc. Assist Complaint Men and Leak Detector in checking for leaks, removing and setting water meters, and turning on and off water services.

The Employer recognizes the establishment of a Main Crew to primarily perform the duties of installing new water mains, water valves, fire hydrants, fire service lines and valve taps up to 12 inches in diameter. Included is the relocation of existing water mains, valves and fire hydrants, rebuilding existing valves and replacing fire hydrants. The Main Crew may be assigned other maintenance and service work as the Employer deems necessary.

Hours of Work: 7:00 a.m. to 3:30 p.m., with one half hour off for lunch for non-shift workers.

The parties agree to follow the past practice of the summer hours work schedule of 6:00 a.m. to 2:30 p.m. on or around Memorial Day to Labor Day as determined by management and local president or his designee. This change does not apply to shift workers.

Summer work hours are applicable to field personnel.

Summer work hours for office personnel are subject to operational needs and staffing requirements.

ADMINISTRATIVE SERVICES SECTION (LAKE SERVICES AND PMC)

Laborer - Receive and carry out instructions from the Division Superintendent consisting of raking parks; picking up garbage; cleaning rest rooms; cutting grass with 21" mower; trimming trees; and maintenance of park equipment.

Maintenance Equipment Operator (MEO) - Receive and carry out instructions from the Division Superintendent. Must be able to do all jobs above, plus drive truck; operate power saws, tractors with 30" mowers; tractors with 60" mowers; and any kind of power operated equipment.

Lake Area Maintenance Foreman - This position shall carry out all orders of the Lake Services Superintendent of Maintenance to oversee that personnel satisfactorily perform all functions assigned to him and be responsible for all safety requirements. Position shall also file reports and records with the Superintendent as required. Position shall be that of a working foreman.

Lake Services Construction Foreman (Seasonal) - Work consists of carrying out all orders of the Lake Services Superintendent of Maintenance and oversee that personnel satisfactorily perform lake construction duties as assigned to him and be responsible for all safety requirements. This foreman position shall only be assigned duties involving shoreline protection and other related lake maintenance projects. This temporary classification shall be a working position.

During the summer months at Lake Services, members of the normal crew who are asked to supervise and provide leadership to summer help shall work with the help and be responsible for the work and will be paid an additional two dollars (\$2.00) per hour (does not include Foremen).

PMC Janitors - Work shall include keeping PMC, Dallman Maintenance Building~~PMC Annex~~, and Security facilities clean at all times including toilet facilities, building and seasonal grounds maintenance activities excluding mowing; have a knowledge of various chemicals used and their proper use; and keep all equipment assigned to them clean and in proper condition.

Hours of Work: 7:00 a.m. to 3:30 p.m., with one half hour off for lunch. ~~Hours of work for PMC Janitors shall be 3:00 p.m. to 11:30 p.m. for all employees starting after September 1, 1997.~~

Bargaining unit members in the above sections may be permitted to work the above summer work hours by majority member vote in each work area.

Summer work hours are applicable to field personnel.

Summer work hours for office personnel are subject to operational needs and staffing requirements.

ELECTRIC DEPARTMENT

Electric Department Yard Maintenance Men - Cut grass, maintain and keep clean the yards in both energized and unenergized substations. Remove snow and ice in parking areas and on sidewalks around substations and service centers. Repair damage to yards caused by CWLP Electric and Water crews in their work and do other yard maintenance work as directed by Superintendent. Requires some knowledge of botany and agronomy and the ability to obtain state licensing as a "Licensed Operator" pursuant to the Illinois Pesticide Act of 1979 and amendments thereto within one year of filling this position.

Hours of Work. 7:00 a.m. to 3:30 p.m., with one half (1/2) hour off for lunch.

During the summer months at the Electric Department, members of the normal crew who are asked to supervise and provide leadership to summer help shall work with the help and be responsible for the work and will be paid an additional two dollars (\$2.00) per hour (does not include Foremen).

Relief Watchman-Building Maintenance Man - This position will be required to work one day as a watchman at the Water Department and one day as watchman at the Electric Department at Groth Street. The other three days will be used as Building Maintenance Man in the Electric Division. The general work schedule will be the schedule that the current Relief Watchmen-Building Maintenance Man is working. However, the general work schedule for this position set forth in the Article and Section may be changed to meet the needs of the utility. When the Relief Watchman-Building Maintenance Man's schedule is changed, then he will be paid Building Maintenance Man wages. Relief Watchman-Building Maintenance Man's days off are not subject to change.

Relief Watchman-Building Maintenance Man Wage Schedule to be the same as Building Maintenance Men and

Watchmen according to the schedule below.

Sunday (Watchman)
7:30pm - 3:30pm 11th & Mason

Monday (Build-Maint)
8:30am - 5:30pm 10th & Miller

Tuesday (Build-Maint)
8:30am - 5:30pm 10th & Miller

Wednesday (Build-Maint)
8:30am - 5:30pm 10th & Miller

Thursday
OFF

Friday
OFF

Saturday (Watchman)
8:00am - 4:00pm Groth Street

Electric Department Yard Maintenance Foreman - Oversee and supervise the Yard Maintenance Men in cutting grass, maintaining and keeping clean the yards in both energized and unenergized substations. Remove snow and ice in parking areas and on sidewalks around substations and service centers. Repair damage to yards caused by line crews in their work and do other yard maintenance work as directed by the Superintendent. In addition, plan and coordinate the work of additional yard maintenance crews during the summer months when summer help is present. Requires some knowledge of botany and agronomy and the ability to obtain state licensing as a "Licensed Public Applicator" pursuant to the Illinois Pesticide Act of 1979 and amendments thereto within one year of filling this position.

Hours of Work: 7:00 a.m. to 3:30 p.m., with one half hour off for lunch.

Electric Department Watchmen - Provide some janitorial services and maintain a security watch of the designated Electric Department property as described by the Superintendent.

Hours of Work: 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight; 12:00 midnight to 8:00 a.m.

Electric Department Building Maintenance Men - Do janitorial work and other maintenance work that does not interfere with other crafts in all buildings assigned to the Manager of Buildings and Stores. Should be skilled in the care and maintenance of finished surfaces.

Hours of Work: 7:00a.m. – 4:00 p.m., with one (1) hour off for lunch.

Field Investigators – Work consists of accepting customer telephone calls and scheduling appointments to get meter readings on inaccessible meters, verifies reads that appear to be in error, reflect no consumption, or are excessive and may, in the case of water meters, indicate a leak, teach customers who prefer to submit their meter reads by mail to read and record on cards.

Hours of Work: 7:30 a.m. to 4:00 p.m., with one-half (1/2) hour off for lunch.

Bargaining unit members in the above sections may be permitted to work the above summer work hours by majority member vote in each work area.

Summer work hours are applicable to field personnel.

Summer work hours for office personnel are subject to operational needs and staffing requirements.

Situations and certain types of work may warrant crews to work with less than a complete crew. The Superintendent will make every reasonable attempt to assemble a complete crew. The Superintendent will determine that work to be done with less than a complete crew. Complete crews shall consist of:

Service Crew: 1 Foreman, 2 WWSM and 1 Operator;

Valve Crew: 1 Foreman and 1 WWSM;

Complaint Crew: 1 Foreman and 3 Complaint Men;

Locate Crew: 1 Foreman and 2 Assistant Locators;

Main Crew: 1 Foreman and 2 WWSM;

Fire Hydrant Crew: 1 Foreman and 1 WWSM;

Yard Maintenance Crew: 1 Foreman and 3 Yard Maintenance Men;

Hydrant Crew: 1 Foreman and 3 Hydrant Maintenance Men;

The Superintendent may add to these crews as necessary to ensure efficient performance on the job.

ARTICLE XVII - NEW CONSTRUCTION AND SUBCONTRACTING

Section 1. Purpose.

For the purpose of this Agreement, the installation of new taps, new water mains, new valves, new fire hydrants, new water and fire service lines; any of which are one and one-half (1 1/2") inches or greater in diameter and the construction and installation of meter connections and bypasses which are one and one-half (1 1/2") inches or greater in diameter that provide an addition to the existing system shall be considered new construction and be paid the applicable rate as provided in Article XVIII.

To be included in the new construction description is the relocation of existing water mains, valves and fire hydrants due to water main relocation.

The new construction rate will be paid for work performed on project from the initial start of project, during project construction, flushing and service relocations to new main from existing main .

The relocation, repair or adjustment of existing meter pits, valve boxes, stop boxes, water service lines and the relocation or adjustment of existing fire hydrants utilizing existing tap lines; or the replacement of existing valves shall not be considered new construction work.

The unloading of pipe, valves, fire hydrants and other water appurtenances for storage shall not be considered new construction work.

To be excluded from new construction rate of pay is any required water distribution utility locating, exploratory work for outside contractors and other utility companies and incidental material delivery to job site.

Section 2. Subcontract.

The Employer shall not contract or subcontract any maintenance, meter setting or other work five hundred (500') feet or less, performed by employees covered by this Agreement.

Employer may temporarily contract or subcontract lead water service line replacements, from March 1, 2027 through March 1, 2038 or until all lead service lines have been replaced in the City of Springfield. In the event the Employer subcontracts lead water service line replacement work, one crew shall be eligible to work pre-arranged overtime on Saturdays, authorized by the Employer, while lead service line work is being contracted out.

Section 3. No Eroding.

The Employer shall not contract or subcontract work assignments created pursuant to the Welfare to Work Reform Act of 1996 for the purpose of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

ARTICLE XVIII - SHORELINE RENOVATION

This Section is for the purpose of defining guidelines and procedures regarding the use of minimum-security prisoners and other temporary work groups at Lake Services for shoreline renovation activities.

Section 1. Work Group Affects.

The Employer agrees that utilizing prisoners or other temporary work groups in no way will the job security or stability of bargaining unit affect employees. This Article shall be suspended upon the layoff of any employee covered by the labor agreement between Local 337 and Office of Public Utilities.

Section 2. Notice.

Prior to utilizing prisoners or other temporary work groups for the project, the Employer will meet with representative of Local 337 and discuss in detail:

- A. The work to be performed;
- B. The location of work;
- C. The estimated duration of work;
- D. The number of prisoners, other temporary work groups and staff to be used.

Section 3. Temporary Work Groups.

Further, the parties agree to review the use of the prisoners and other temporary work groups at least every six (6) months. However, if at any time either party feels that a potential problem exists, the parties agree to meet immediately to discuss and find a resolution for the problem.

Section 4. Work Considerations.

Using prisoners and other temporary work groups should take into account the following considerations:

- A. Shoreline protection is considered an ongoing effort.
- B. The work effort includes unskilled, labor-intensive work.
- C. The successful implementation of this shoreline protection will significantly enhance Lake Springfield in a timely manner, which is acceptable to the community.
- D. The pay scale of temporary Lake Construction Foreman is incorporated into the Agreement. Such pay scale shall be two dollars (\$2.00) above the current Maintenance Equipment Operator rate and shall be applied against those foreman activities directly related to shoreline protection or sediment removal operations.

ARTICLE XIX - HEALTH AND SAFETY

Section 1. Cold Weather.

Employees shall not be required to work outside in severe cold weather, periods of rain, electrical storms, periods of heavy snowfall, except for the repair of main and service line breaks and interruption of water service to customers and the unloading of pipe and other water distribution supplies and, in the case of Lake Services and PMC employees when work is necessary for emergency situations such as snow and ice removal, fallen trees on roadways or other situations deemed an emergency by the Superintendent. Complaint Men will perform the following duties during inclement weather; turn on and off for repair work, investigations on interruption of service; and double headers. It shall be considered severe cold weather if the temperature is fifteen degrees Fahrenheit (150) or below, according to the Weather Channel. The Superintendent in charge shall be the judge of work to be performed during bad weather. A Laborer shall accompany Complaint Man during inclement weather.

~~**Section 2. Safety Incentive.**~~

~~Effective December 1, 2015, all employees covered under this agreement who work safely in accordance with all safety rules, and have no lost time accidents or OSHA recordable injury in a year, shall receive a safety incentive on December 1, 2016. Should all members achieve the safety incentive, then those who achieved the safety incentive shall receive the additional group incentive amount as stated below. The incentive shall be administered annually as follows:~~

YEARS	INDIVIDUAL	GROUP
1-5	\$200	\$150
6-10	\$250	\$200
11-15	\$300	\$250
16-20	\$350	\$300
21-25	\$400	\$350
26-30	\$450	\$400

~~Years refer to the number of years of safe work in succession. The incentive is capped at 30 years. Employees who are disciplined for violation of a safety rule but who work without a lost time accident or OSHA recordable injury will receive 50% of the initiatives. Years prior to 12/1/2015 do not count for purposes of determining the incentive.~~

ARTICLE XX - UNIFORMS

Each employee shall receive \$500.00 per year in lieu of uniforms. The City will continue to provide one (1) pair of insulated coveralls to all employees (excluded from insulated coveralls will be the following classifications: Water Division Janitors, Office Systems Operator, Communication Operator, Electric Department Building Maintenance Men). Coveralls will be of Carhart quality and replaced only on an as needed basis. Additionally, the Employer shall purchase high visibility winter coats for all employees whose job duties require them to work outside. Such coats will be replaced on an as needed basis.

The Employer shall provide safety shoes or boots where employees are required to wear them. These items will be replaced as needed but only upon return of the damaged or worn out safety boots or shoes and only if the Employer agrees upon the need for replacement. Employees shall be expected to take due care of these items. Employees shall have the option to select the brand and type of safety shoes or boots from a selection furnished by the Employer. The determination of need for replacement shall rest with their respective Superintendent.

The Employer will provide prescription safety glasses as needed, but only upon return of the damaged glasses and only if the Employer agrees upon the need for replacement, or upon receipt of a doctor's prescription. Such glasses shall include lenses and frames, which are AISI approved.

Where safety boots or prescription glasses are provided as above, employees shall wear them at all times. The Employer will furnish rain gear, hard hats and liners, boots, waders and gloves when needed to perform the work. Those items no longer serviceable will be replaced on an exchange basis only. Those employees issued uniforms shall be required to wear them during working hours.

ARTICLE XXI - CLASSIFICATION AND WAGE RATE

Wages are set forth in Appendix A.

General Increases

October 1, 2025	2.5%
October 1, 2026	2.25%
October 1, 2027	2.5%
October 1, 2028	2.25%

Tier II Adjustments for All Employees Hired After February 2, 2016

In addition to the general increases outlined above, Tier II employees shall receive an additional \$.50 per hour added to his/her hourly rate of pay. *In the event a Tier II employee reaches the Tier I wage scale, the employee shall not receive the additional \$.50 per hour added to his/her hourly pay rate.

Across-the-board increases shall be applied after other applicable increases as set forth below.

All employees' paychecks shall be issued through direct deposit.

Effective March 1, 2012, the base pay rate for the 2nd Shift Watchman shall increase by \$1.50 per hour.

Effective October 1, 2015, New Construction Foreman pay shall increase by \$.50 per hour.

Effective October 1, 2025 New Construction Laborer Tier I rate of \$39.1398, shall be frozen for the duration of this Agreement.

Longevity

Employees with 15 or more years of continuous City service will receive an additional \$.50 per hour added to his/her hourly rate of pay.

Employees with 20 or more years of continuous City service will receive an additional \$.75 per hour added to his/her hourly rate of pay.

All employees who have completed 25 years or more continuous City service shall have an additional \$1.00 per hour added to his/her hourly rate of pay.

All employees ~~in the following areas,~~ who have completed 30 years of continuous City service shall have an additional \$1.00 per hour added to his/her hourly rate of pay -

- ~~• General Labor Standards Construction Employees~~
- ~~• Leak Detector Foreman~~
- ~~• Complaint Man Foreman~~
- ~~• Stormwater Foreman~~
- ~~• Lake Area Maintenance Foreman~~
- ~~• Valve Crew Foreman~~
- ~~• Clean up Crew Foreman~~

The rate of pay for the Senior Saturday Complaint man shall be equal to the Foreman rate of pay for all hours worked on Saturday.

With the exception of the across-the-board pay increases, any wage increases shall not be compounded for employees hired after January 1, 2012.

WATER DEPARTMENT TITLES

- Crew Foreman
- Office Systems Operator/Data Input Operator
- Night Complaint Man
- ~~• Leak Detector Foreman~~
- Water Division Locator Foreman

- Assistant Water Division Locator
- Complaint Man Foreman
- Complaint Man
- ~~• Meter Repairman Foreman~~
- ~~• Meter Repair~~
- Communications Operator
- Storeroom Foreman
- Water Service Maintenance Man
 - First year
 - Over One Year
 - Over Two Years
- Storeroom Keeper
- Storeroom Helper/Utility Person
- Watchman
 - Day Shift
 - Second Shift
 - Third Shift
- Janitor
 - Day Shift
 - Second Shift
- New Construction Foreman
- New Construction Laborer

Those individuals in the above positions who successfully obtain a State of Illinois Class *D* Public Water Supply Operator Certificate of Competency will receive a \$1.~~5000~~ per hour increment over the above rates.

ADMINISTRATIVE SERVICES TITLES (LAKE SERVICES & PMC)

- Lake Area Maintenance Foreman
- Maintenance Equipment Operator
- Laborer
 - First Year
 - Over One Year
- Seasonal Lake Services
- Construction Foreman
- Janitor
 - Day Shift
 - Second Shift

The Employer will seek two volunteers at Lake Services willing to become certified to spray pesticides. The volunteers will be selected based upon seniority and those selected shall be paid based upon the below rates.

ELECTRIC DEPARTMENT TITLES

- Foreman, Yard Maintenance
- Yard Maintenance Men
 - First year
 - Over One Year

- Over Two Years
- Building Maintenance Men
 - First year
 - Over One Year
 - Over Two Years
- Watchman
 - Day Shift
 - Second Shift
 - Third Shift
- Field Investigator

Lake Services employees who successfully complete training in tree trimming will receive an additional \$0.30 per hour. In addition to the \$0.30 per hour, Lake Services employees who become certified arborist will be paid an additional \$0.40 per hour effective the first day of the month following notification to the Employer of their certification.

All employees required to have a Pesticide Operator's License shall receive an additional \$0.50 per hour added to their base rate of pay. All employees required to have a Pesticide Applicator's License shall receive an additional \$1.00 per hour added to their base rate of pay.

~~Effective October 1, 2015, the Meter Repairman and Motor Repairman positions and wage premiums shall be eliminated. The Meter Repairman and Motor Repairman positions shall be replaced by the Meter Repairman performing meter repair work.~~

ARTICLE XXII - AMENDMENT

This Agreement may be amended by the mutual written agreement of the parties and will then become part of this agreement.

Should any Article, Section, or portion thereof, of this Agreement be held unlawful, and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIII - COMMERCIAL DRIVERS LICENSE

Section 1. Payment During Testing & Training Activities.

The Employee shall suffer no loss in wages for necessary testing and training activities in his pursuit of a Commercial Drivers License (CDL).

Section 2. Training.

The Employer shall provide training materials to assist the Employee in his preparation for the CDL test. The Employer shall provide a vehicle to those employees required to take a road test. The Employer will pay for the cost of the CDL portion of the Drivers License for those employees whose positions require a CDL.

Section 3. Failure to obtain CDL.

In the event an employee who is required to have a CDL fails to obtain a Commercial Drivers License, the Employer and the Union will attempt to place that employee in a position that is currently covered under this agreement that does not require a CDL.

Section 4. Suspension or Revocation of CDL.

Employees shall immediately notify the Employer of the suspension or revocation of their Drivers License (including the CDL). Failure to do so will be grounds for termination of employment. It is understood that should employees receive a suspension of their Drivers License or Commercial Drivers License, for a period of no more than four (4) months, that individual be assigned, where possible, to duties where a Drivers License or CDL is not required within the same classification, or to duties in another classification.

It is understood that should employees that are required to drive, (1) fail to obtain a Commercial Drivers License; (2) lose their Drivers License; or (3) lose their Commercial Drivers License for a period of greater than four (4) months, then those instances will be handled on a case-by-case basis. The Utility will attempt to place those affected employees in positions covered under the bargaining agreement. This will be done through bidding the position they will be vacating, and allowing the employee who lost the license to bid into the first vacant non-driving position. After this process is complete and a non-driving position is still not available, then that employee will be placed in a non-driving position (at that rate of pay) of the least senior bargaining unit member. Consequently, the least senior bargaining unit member will be laid off until such time as a position becomes available.

Section 5. Required CDL Positions.

The following positions are required to hold a Class A CDL:

Water Department

- Crew Foreman (including the occupational classifications as defined in Article X of Water Division Foreman, Valve Crew Foreman, Fire Hydrant Crew Foreman)
- Water Service Maintenance Man First Year, Over One Year, Over Two Years (including the occupational classifications of Water Division Service Maintenance Men, Valve Crew Laborer, Fire Hydrant Laborer)
- Storeroom Keeper
- Storeroom Helper/Utility Persons
- New Construction Foreman
- New Construction Laborer

Administrative Services

- Lake Area Maintenance Foreman
- Maintenance Equipment Operator (including occupational classification as defined in Article X of Lake Services Construction Foreman (Seasonal))

Electric Department

- Yard Maintenance Foreman
- Yard Maintenance Men Over Two Years

All such employees listed above shall who maintain a Class A CDL, shall have \$1,5000 per hour added to his/her hourly rate of pay. All other employees in the bargaining unit, who maintain a Class A CDL shall have \$.25 added to his/her hourly rate of pay.

8025-274

ARTICLE XXIV - DRUG TESTING

Employees covered under this agreement shall be subject to the drug testing policy and procedures outlined in Appendix B.

ARTICLE XXV - RESIDENCY

~~Once City Council passes a residency ordinance, such ordinance shall apply for any employees hired after the effective date of the ordinance and to all current employees who reside within boundaries of the City of Springfield. Current employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them. If an employee living outside of the boundaries of the City of Springfield moves into the City of Springfield, then the requirements of the residency ordinance shall apply.~~

The moratorium on the enforcement of the residency requirement in Chapter 36, Section 36.05 of the 1988 City of Springfield Code of Ordinances passed by City Council on November 7, 2023, by ordinance number 491-11-23, as amended, shall apply to all employees covered by the Parties current collective bargaining agreement.

The parties agree to meet and negotiate if the City Council makes any Ordinance 491-11-23 or the City's residency requirement; however, no such changes made by Council shall impact the moratorium as applied to Employees covered by this bargaining agreement.

ARTICLE XXVI - TERMINATION

This Agreement shall effective as of the first day of October, 2025, and shall remain in full force and effect until the 30th day of September, 2029, unless either party shall notify the other in writing no earlier than one hundred twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days after notice. This Agreement shall remain in full force and effect during the period of negotiations until notice of termination of this Agreement is provided to the other party.

For the City of Springfield:

Mayor Misty Buscher

Date: _____

For AFSCME 337:

Joseph Jay, Business Representative

Date: _____

APPENDIX A – WAGES

AFSCME 337

Title	10/1/2024		10/1/2025		10/1/2026		10/1/2027		10/1/2028	
	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16	Hired in B/U before 2/2/16	Hired in B/U on or after 2/2/16
	2.50%	2.50%	2.50%	2.50%	2.25%	2.25%	2.50%	2.50%	2.25%	2.25%
Communications Operator	\$29 4782	\$27 6927	\$30 2152	\$28 8850	\$30 8950	\$30 0349	\$31 6674	\$31 2858	\$32 3799	\$32 3799
Complaint Man	\$32 9917	\$30 6292	\$33 8666	\$31 9449	\$34 6286	\$33 4637	\$36 4942	\$34 4928	\$36 2928	\$36 7689
Complaint Man 7 a.m.-3:30 p.m. shift ----- (Additional 5% per MOU dated 1-3-14)	\$34 6413	\$32 1607	\$36 5573	\$33 5147	\$36 3573	\$34 7688	\$37 2662	\$36 1380	\$38 1047	\$37 4511
Complaint Man Foreman	\$40 7758	\$37 1350	\$41 7952	\$38 5634	\$42 7356	\$39 9311	\$43 8040	\$41 4294	\$44 7896	\$42 8616
Crew Foreman	\$40 7758	\$37 1350	\$41 7952	\$38 5634	\$42 7356	\$39 9311	\$43 8040	\$41 4294	\$44 7896	\$42 8616
Janitor: Day Shift	\$23 4268	\$22 6347	\$24 0125	\$23 7006	\$24 5528	\$24 5528	\$25 1666	\$25 1666	\$25 7328	\$25 7328
Janitor: Second Shift	\$24 1722	\$23 2580	\$24 7765	\$24 3395	\$25 3340	\$25 3340	\$25 9674	\$25 9674	\$26 5517	\$26 5517
Leak Detector Foreman	\$40 7758	\$37 1350	\$41 7952	\$38 5634	\$42 7356	\$39 9311	\$43 8040	\$41 4294	\$44 7896	\$42 8616
Motor Repairman	\$37 0233	\$33 9988	\$37 9489	\$35 3488	\$38 8028	\$36 6411	\$39 7729	\$38 0602	\$40 6678	\$39 1466
Motor Repairman Foreman	\$40 7758	\$37 1350	\$41 7952	\$38 5634	\$42 7356	\$39 9311	\$43 8040	\$41 4294	\$44 7896	\$42 8616
New Construction Laborer	\$39 1398	\$35 7677	\$39 1398	\$37 1619	\$39 1398	\$38 4980	\$39 1398	\$39 1398	\$39 1398	\$39 1398
New Construction Foreman (\$.50/hr increase 10/1/15)	\$44 0817	\$39 9856	\$45 1837	\$41 4852	\$46 2003	\$42 9186	\$47 3553	\$44 4916	\$48 4208	\$45 9927
Night Complaint Man	\$34 8634	\$32 1934	\$36 7850	\$33 5482	\$36 5902	\$34 8030	\$37 5050	\$36 1731	\$38 3489	\$37 4870
Office Systems Operator/Data Input Operator	\$31 3750	\$29 2780	\$32 1594	\$30 5100	\$32 8830	\$31 6965	\$33 7051	\$32 9889	\$34 4635	\$34 2312
Relief Complaint Man	\$32 9917	\$30 6292	\$33 8666	\$31 9449	\$34 6286	\$33 4637	\$36 4942	\$34 4928	\$36 2928	\$36 7689
Relief Complaint Man 7 a.m.-3:30 p.m. shift ----- (Additional 5% per MOU dated 1-3-14)	\$34 6413	\$32 1607	\$36 5573	\$33 5147	\$36 3573	\$34 7688	\$37 2662	\$36 1380	\$38 1047	\$37 4511
Storeroom Helper/Utility Person	\$28 0728	\$26 5181	\$28 7746	\$27 6811	\$29 4220	\$28 8039	\$30 1576	\$30 0240	\$30 8361	\$30 8361
Storeroom Keeper	\$33 6367	\$31 1682	\$34 4776	\$32 4474	\$35 2533	\$33 6775	\$36 1346	\$35 0194	\$36 9476	\$36 3073
Storeroom Foreman	\$40 7758	\$37 1350	\$41 7952	\$38 5634	\$42 7356	\$39 9311	\$43 8040	\$41 4294	\$44 7896	\$42 8616
Watchman: Day Shift	\$24 4206	\$23 4658	\$25 0311	\$24 5524	\$25 5943	\$25 5943	\$26 2342	\$26 2342	\$26 8245	\$26 8245
Watchman: Second Shift (Mon.-Fri.)	\$27 0638	\$25 6746	\$27 7404	\$26 8165	\$28 3646	\$27 9199	\$29 0737	\$29 0737	\$29 7279	\$29 7279
Watchman: Second Shift (Sat.-Sun.)	\$25 1663	\$24 0886	\$25 7955	\$25 1908	\$26 3759	\$26 2576	\$27 0353	\$27 0353	\$27 6436	\$27 6436
Watchman: Third Shift	\$25 4462	\$24 3229	\$26 0824	\$25 4310	\$26 6693	\$26 5032	\$27 3360	\$27 3360	\$27 9511	\$27 9511
Water Division Locator Assistant	\$37 0233	\$33 9988	\$37 9489	\$35 3488	\$38 8028	\$36 6411	\$39 7729	\$38 0602	\$40 6678	\$39 1466
Water Division Locator Foreman	\$40 7758	\$37 1350	\$41 7952	\$38 5634	\$42 7356	\$39 9311	\$43 8040	\$41 4294	\$44 7896	\$42 8616
Water Service Maintenance Man: First Year	\$28 0728	\$26 5181	\$28 7746	\$27 6811	\$29 4220	\$28 8039	\$30 1576	\$30 0240	\$30 8361	\$30 8361
Water Service Maintenance Man: Over One Year	\$31 0901	\$29 0398	\$31 8674	\$30 2658	\$32 5844	\$31 4468	\$33 3990	\$32 7330	\$34 1505	\$33 9695
Water Service Maintenance Man: Over Two Years	\$32 4505	\$30 1768	\$33 2618	\$31 4312	\$34 0102	\$32 6384	\$34 8605	\$33 9544	\$35 6449	\$35 2184
Janitor: Day Shift	\$23 4268	\$22 6347	\$24 0125	\$23 7006	\$24 5528	\$24 5528	\$25 1666	\$25 1666	\$25 7328	\$25 7328
Janitor: Second Shift	\$24 1722	\$23 2580	\$24 7765	\$24 3395	\$25 3340	\$25 3340	\$25 9674	\$25 9674	\$26 5517	\$26 5517
Laborer: First Year	\$24 0773	\$23 1784	\$24 6792	\$24 2579	\$25 2345	\$25 2345	\$25 8654	\$25 8654	\$26 4474	\$26 4474
Laborer: Over One Year	\$26 0296	\$24 8101	\$26 6803	\$25 9304	\$27 2806	\$27 0138	\$27 9626	\$27 9626	\$28 5918	\$28 5918
Lake Area Maintenance Foreman	\$40 7758	\$37 1350	\$41 7952	\$38 5634	\$42 7356	\$39 9311	\$43 8040	\$41 4294	\$44 7896	\$42 8616
Maintenance Equipment Operator	\$27 8632	\$26 3428	\$28 5598	\$27 5014	\$29 2024	\$28 6202	\$29 9325	\$29 8357	\$30 6060	\$30 6060
Seasonal Lake Services Construction Foreman	\$31 6225	\$29 4848	\$32 4131	\$30 7219	\$33 1424	\$31 9131	\$33 9710	\$33 2109	\$34 7353	\$34 4581
Building Maintenance Man: First Year	\$30 5255	\$28 5681	\$31 2886	\$29 7823	\$31 9926	\$30 9524	\$32 7924	\$32 2262	\$33 5302	\$33 4513
Building Maintenance Man: Over One Year	\$31 4424	\$29 3343	\$32 2285	\$30 5677	\$32 9536	\$31 7555	\$33 7774	\$33 0494	\$34 5374	\$34 2930
Building Maintenance Man: Over Two Years	\$32 6848	\$30 3726	\$33 5019	\$31 6319	\$34 2557	\$32 8436	\$35 1121	\$34 1647	\$35 9021	\$35 4334
Investigator/Field Collector 2	\$32 9917	\$30 6292	\$33 8165	\$31 8949	\$34 5774	\$33 1125	\$35 4418	\$34 4403	\$36 2392	\$35 7152
Watchman: Day Shift	\$24 4206	\$23 4658	\$25 0311	\$24 5524	\$25 5943	\$25 5943	\$26 2342	\$26 2342	\$26 8245	\$26 8245
Watchman: Second Shift	\$25 1663	\$24 0886	\$25 7955	\$25 1908	\$26 3759	\$26 2576	\$27 0353	\$27 0353	\$27 6436	\$27 6436
Watchman: Third Shift	\$25 4462	\$24 3229	\$26 0824	\$25 4310	\$26 6693	\$26 5032	\$27 3360	\$27 3360	\$27 9511	\$27 9511
Yard Maintenance Man: First Year	\$27 5675	\$26 0954	\$28 2567	\$27 2478	\$28 8925	\$28 3609	\$29 6148	\$29 5699	\$30 2811	\$30 2811
Yard Maintenance Man: Over One Year	\$30 7148	\$28 7261	\$31 4827	\$29 9443	\$32 1911	\$31 1180	\$32 9959	\$32 3960	\$33 7383	\$33 6249
Yard Maintenance Man: Over Two Years	\$31 9161	\$29 7300	\$32 7140	\$30 9733	\$33 4501	\$32 1702	\$34 2864	\$33 4745	\$35 0578	\$34 7277
Yard Maintenance Man: Foreman	\$40 7758	\$37 1350	\$41 7952	\$38 5634	\$42 7356	\$39 9311	\$43 8040	\$41 4294	\$44 7896	\$42 8616

WATER DEPARTMENT

ADMINISTRATIVE SERVICES (LAKE SERVICES AND PMC)

ELECTRIC DEPARTMENT

2025 - 2028

APPENDIX B – DRUG TESTING

Section 1. Drug Testing - Policy Statement

The Union and the Employer agree that the use of illegal drugs, and the abuse of legal drugs by anyone present unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates current City regulations and the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug abuse. In the interest of employing persons who are not impaired by drug abuse in the performance of their jobs, and for the safety and well-being of employees and residents, the Employer will establish a program that will allow the Employer to take the necessary steps, including drug testing, to eliminate such abuse by such employees.

Definitions

A. "Drug(s)" shall mean any controlled substance listed in the Illinois Compiled Statutes, Chapter 720, Act 570, known as the Controlled Substances Act, for which the person tested does not submit a valid prescription. Thus, the term "drug(s)" includes both abused prescription medications and illegal drugs. For the purposes on Random Drug Testing only, "drugs" shall mean:

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- PCP
- 6-Acetylmorphine
- Ecstasy
- Oxycodone
- Semi-Synthetic Opiates

B. "Impairment" due to drugs shall mean a condition in which the Employee is unable to properly and safely perform his/her duties due to the effects of a drug in his/her body. Where impairment exists, incapacity for duty shall be presumed.

C. "Positive Test Results" shall mean a positive result on both an initial screening test and confirming test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained drug or drug metabolite concentrations at or above the concentration level specified in the Section outlining Drug Testing Standards below.

D. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug for which a valid, prescription cannot be documented, which results in evidence of impairment while on duty.

E. The term "employee," for the purposes of this article only and not for any other collective bargaining language purpose, shall include all employees covered under AFSCME Local 337.

F. The term "refusal" shall mean an employee's unwillingness to submit to testing, including an inability to

provide a urine specimen within twenty-four (24) hours of a proper request to provide said sample, unless the Employee can supply a credible medical excuse for the inability to supply a urine specimen.

Administration of Tests

A. Educating Employees Regarding Drug Testing

All eligible employees of City, Water, Light, and Power will receive a copy of the Employer's drug testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer will educate and inform the employees on the testing procedure and the consequences of testing positive for drug use/abuse. All newly hired employees will be provided with this education and information. No employees shall be tested unless this education and information has been provided to him/her.

B. Reasonable Suspicion Testing

1. Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using, in possession of, and/or is individually impaired due to the abuse of drugs. Reasonable suspicion will be based upon the following:

a. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs; and/or

b. Information provided by an identifiable (including name), reliable and credible source, which can be independently corroborated. Information has to be given to the individual or his designee.

2. Where there is reasonable suspicion that an employee is under the influence of drugs or there is evidence of impairment while on duty, that Employee may be required to report for drug testing. The Director of Human Resources shall determine if reasonable suspicion exists.

C. Alcohol Testing

A CDL-required employee shall be tested for alcohol only if reasonable suspicion has been established as outlined under "Reasonable Suspicion Testing." Failure by the Employer to do so shall negate any adverse action taken against the Employee regardless of the outcome of any test.

Given the nature of the testing, the Employee shall be driven to a mutually agreed upon testing site by the Union president or a union designee.

An initial "screen test" shall be conducted first. Any result less than .025 shall be considered a negative test. If the alcohol concentration is .025 or greater, a second or "confirmation test" must be conducted. The test shall be by the "Evidential Breath Test (EBT) device, which prints out the results, date, time, a sequential test number, name, and serial number of the EBT. The test must be conducted by a "Breath Alcohol Technician" who is trained to operate the EBT and is proficient in all breath alcohol testing procedures.

Any CDL-required employee who tests higher than .025 but less than .04 shall cause the Employee

immediately from driving for at least 24 hours. If the Employee cannot perform any non-safety sensitive task or function due to unavailability, that Employee will be placed on unpaid administrative leave until the 24 hour period ends. CDL required employees with a .04 or higher shall be subject to the disciplinary process as outlined in this article.

D. Random Drug Testing

The City and the Union agree that the employees shall be divided into two groups, CDL required employees and non-CDL employees.

The City and the Union agree that a non-CDL-required employee is anyone whose job does not require a CDL license to perform the normal work duties as outlined in their job description. If, however, such an employee wishes to also be considered by the City for overtime of a position that requires a CDL license, that Employee shall be considered a CDL required employee. If such an employee wishes no longer to be considered for overtime that requires a CDL license, then that Employee will no longer be considered a CDL required employee.

Non-CDL employees shall not be subject to the random drug testing program.

The City shall not test randomly for the presence of alcohol.

The City's Human Resources Department shall randomly select dates.

~~All dates to be randomly selected by the Department. The date of the testing shall be determined by the Department. The Union representative shall be notified of the date of the testing. The Union representative shall promptly come to the office of the Director to participate in a selection of randomly selected employees. The Union President or his designee shall draw the group.~~

The Human Resources Department shall select a testing date and the morning of the date selected inform the Department that random testing will be done that date. The Human Resources Department shall notify the Superintendent of the names of the employees randomly selected for testing.

No employee shall be randomly selected more than once until all other employees have also been selected without consideration of time between random selections.

2. All employees on duty at the moment of the drawing shall be tested regardless of whether it is that Employee's regular shift or workday. Any employee not scheduled to work on the day of the testing will be excused from testing that specific day. After the drawing of the group for testing no employee shall be allowed to leave until providing the urine sample.
3. After the drawing, the Director or his designee shall order the selected group to report to the testing site as promptly as practical. The group shall drive themselves to the testing site.
4. The employees in the selected group shall provide specimens of urine sufficient to allow for "split

sample" collection and processing of the specimens.

5. The testing laboratory or testing facility will test the following panel drug screen that will only include the following drugs:

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- PCP
- 6-Acetylmorphine
- Ecstasy
- Oxycodone
- Semi-Synthetic Opiates

6. Testing Standards

a. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine the following:

- Amphetamines 500 ng/ml
- Cocaine metabolites 150 ng/ml
- Cannabinoids (THC) 50 ng/ml
- Opiate metabolites 2000 ng/ml
- Phencyclidine 25 ng/ml
- 6-Acetylmorphine 10 ng/ml
- Ecstasy 500 ng/ml
- Oxycodone 100 ng/ml
- Semi-Synthetic Opiates 300 ng/ml

b. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be quantitative analysis. Concentrations, which exceed the linear region of the standard curve, shall be documented.

- Amphetamines 250 ng/ml
- Cocaine metabolites 100 ng/ml
- Cannabinoids (THC) 15 ng/ml
- Opiates 2000 ng/ml
- Phencyclidine 25 ng/ml
- 6-Acetylmorphine 10 ng/ml
- Ecstasy 250 ng/ml
- Oxycodone 100 ng/ml
- Semi-Synthetic Opiates 100 ng/ml

Testing Procedure (for both Reasonable Suspicion and Random Testing)

1. This section shall be the procedure for both drug testing under Reasonable Suspicion and Random drug testing.
2. When an employee is ordered to submit to testing (other than random), the Employer shall provide the Employee with a written notice of the order prior to testing. The written notice shall set forth all of the objective facts and the reasons for the order to test.
3. The Employee shall be permitted to consult with a representative of the Union at the time the order is given. The testing procedure shall not be delayed more than ninety (90) minutes due to the unavailability of a Union representative.
4. A refusal to submit to such testing shall be considered a positive test result, which can result in a disciplinary action up to and including discharge. Any employee who takes the test shall not be construed to have waived any objection or rights that he/she may have.
5. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
6. Use only a laboratory or facility which uses tamper proof containers, has a chain-of-custody procedure, maintains confidentiality, and preserves specimens for a minimum of twelve (12) months. At the time a urine specimen is given, the Employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled, and initialed by the Employee to ensure that the specimen tested by the Laboratory is that of the Employee.
7. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the Employee.
8. Collect samples in such a manner as to preserve the individual Employee's right to privacy, ensure a high degree of security to the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample.
9. Confirm any employee who tests positive in the initial screening for drugs by testing the second portion of the same sample via gas chromatography, plus mass spectrometry (or "GC/MS") or the equivalent or better scientifically accurate and accepted method that will provide quantitative data about detected drug or drug metabolites.
10. Provide the Employee tested with an opportunity to have the additional sample tested by an NIDA accredited clinical Laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense;
11. Provide each Employee tested, upon written request, with a copy of all written information and written reports received by the Employer in connection with the testing and the results;

12. Ensure that no employee is subject to any adverse employment action except emergency temporary re-assignment or leave with pay during the pendency of any testing procedure where the Employee's reassignment is required. Any such emergency re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the Employee's personnel files;
13. Required that the Laboratory or hospital facility report to the Employee when a urine sample is positive only if both the initial and confirmatory test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the Employer and the Union shall not use such information in any manner or forum adverse to the Employee's interest.

E. Post Accident Drug Testing

Any employee covered under this Agreement that is involved in a motor vehicle accident while operating a City-owned vehicle while on shift shall be subject to drug testing if:

- a. A citation is written by law enforcement, and the enforcing body determines the Employee is at fault.
- b. Damage in excess of \$10,000.00 occurs to City-owned property.
- c. Any individual claims to be injured, including the Employee.

If any of the above situations occur, the Employee shall be subject to drug testing as outlined in this Agreement.

Drug Testing Standards (for Reasonable Suspicion)

A. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are positive for the following drugs/classes of drugs:

- Amphetamines 500 ng/ml
- Cannabinoids (THC) 50 ng/ml
- Cocaine metabolites 150 ng/ml
- Opiates 2000 ng/ml
- Phencyclidine 25 ng/ml
- Barbiturates 300 ng/mL
- Benzodiazepines 300 ng/mL
- Methadone 300 ng/mL
- Methaqualone 300 ng/mL
- Propoxyphene 300 ng/ml
- Oxycodone 100 ng/ml
- 6-Acetylmorphine 10 ng/ml
- Ecstasy 250 ng/ml

- Semi-Synthetic Opiates 100 ng/ml

B. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be quantitative analysis. Concentrations, which exceed the linear region of the standard curve, shall be documented.

- Amphetamines 250 ng/ml
- Cannabinoids (THC) 15 ng/ml
- Cocaine metabolites 100 ng/ml
- Opiates 2000 ng/ml
- Phencyclidine 25 ng/ml
- Barbiturates 300 ng/mL
- Benzodiazepines 200 ng/mL
- Methadone 200 ng/mL
- Methaqualone 300 ng/mL
- Propoxyphene 200 ng/ml
- Oxycodone 100 ng/ml
- 6-Acetylmorphine 10 ng/ml
- Ecstasy 250 ng/ml
- Semi-Synthetic Opiates 100 ng/ml

C. Changes in Test Standards

The cutoff levels as test standards may be amended during the term of this Agreement by mutual written Agreement based on newly adopted NIDA screening and confirmatory standards.

Right to Contest

The Union and/or the Employee shall have the right to file a grievance concerning any test permitted by this Agreement. Any re-testing of samples by the Union and/or Employee shall be at their expense. If re-testing shows a negative result, then the Employer will reimburse the Employee for the expense of re-testing.

Voluntary Request for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, prior to any drug test being ordered or administered, through the Employer's EAP Program, or through one of the City's health care providers and/or referrals to other recognized or certified programs, for an alcohol or drug-related problem. The Employer shall make available through its Employee Assistance Program a means by which the Employee may obtain referrals while undergoing treatment or when otherwise unfit for duty in his current assignment. All such requests shall be confidential. When undergoing treatment or when otherwise unfit for duty in his current assignment, employees shall be allowed to use: 1) Accumulated sick leave; and/or 2) Paid leave; and/or 3) Be placed on unpaid leave pending treatment.

Discipline

If an employee has positive results from a drug test, he/she will undergo professional consultation and evaluation then undergo and complete treatment as prescribed by that professional; however, if the positive result follows a test administered after an accident with fatalities, said Employee will be discharged. In all other cases involving a positive result, the Employee shall receive a thirty (30) business day suspension.

In the event an employee tests positive again within a twenty-four (24) month period (from date of initial testing), then that Employee shall receive a sixty (60) day suspension.

In the event an employee tests positive for a third time within a five (5) year period (from date of initial testing), then that Employee shall be discharged with one exception:

If the normal procedure would lead to the discharge of an employee who has twenty-five (20) years of seniority or credible service with the City, then that Employee shall receive a six (6) month suspension and a last chance agreement of five (5) years over the drug policy only. If that Employee should test positive again during the term of the last chance agreement, then that Employee shall be discharged, and the Union and the Employee shall have no right to grieve the discharge.

Duty Assignment

The nature of the EAP or treatment program allows the Employee to continue to work during treatment. The Employer may maintain the individual's previous employment status. If an employee participates in an in-patient program, which precludes continued employment, the Employee shall be granted a leave to do so. At the end of such leave, the Employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his/her treatment leave.

Employees who voluntarily report to the Supervisor that they are taking prescribed or over-the-counter medication that has adverse side effects. Which interfere with the Employee's ability to perform his/her normal duties may be temporarily reassigned with full pay to their duties. Nothing in this Section shall prevent an employee from seeking treatment or taking a treatment leave more than one time in a year for in-patient treatment.

Confidentiality of Test Results

The results of drug test will be disclosed to the person tested, the Director, the Director of Human Resources, and such other officials, as may be mutually agreed to by the parties. The test results will be disclosed to the Employee's Union President or designee. Test results will not be disclosed externally except where required for disciplinary purposes.

Confidentiality:

Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies, and legitimate medical explanations provided by the Medical Review Officer (MRO) shall be held confidential. Such records and explanations may be disclosed among directors, managers, and/or supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, Civil Service hearing, charge, claim, or other legal proceeding initiated by or on behalf of an employee.

Employees shall, upon written request, have access to their own results and to records relating to them, which the

MRO provides to the City or receives from the City's Laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

Meetings:

The Union and the Employer agree to meet periodically to discuss the Drug Testing Policy and discuss any changes or updates that are mutually agreeable to the parties.

ORDINANCE FACT SHEET

DATE OF 1st READING: November 4, 2025

OFFICE REQUESTING: Human Resources

CONTACT PERSON: Nicholas Correll

PHONE NUMBER: (217) 789-2446

EMERGENCY PASSAGE: No Yes If yes, explain justification - See attached document

FISCAL IMPACT: See attached.

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES AND AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES LOCAL 337 EFFECTIVE OCTOBER 1, 2025 THROUGH SEPTEMBER30, 2029.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: 10/1/2025 - 9/30/2029 Change in Scope Yes No

CONTRACT AMOUNT: _____ (Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: _____
- Exception: _____
- Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Contract, summary of changes, and fiscal impact review.

STAFF ANALYSIS

The prior contract expired on October 1, 2025 with AFSCME L337 with the Office of Public Utilities. This is a new collective bargaining agreement for a four (4) year term. This agreement has been voted on and approved by the Union.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2025.10.24 14:17:14 -0500

CITY PURCHASING AGENT:

SIGN OFF: _____
(Mayor's Signature)

Date: _____

Date: _____

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2025-474

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS19-29 AND EXECUTION OF AN AGREEMENT WITH UNION BAPTIST CHURCH FOR PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF ONE VACANT LOT LOCATED AT 1408 E. WASHINGTON STREET IN THE AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on June 25, 2023; and

WHEREAS, in response to the City's request for proposals CS19-29, the City has received a proposal for purchase of one parcel in the amount of \$500.00, said parcel being located at 1408 E. Washington Street and legally described on Exhibit A attached hereto; and

WHEREAS, it is in the best interests of the City to accept the bid and enter into an Agreement with Union Baptist Church for sale of city-owned property located at 1408 E. Washington Street; and

WHEREAS, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS19-29 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$500.00.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

Section 3: That the Office of Budget and Management is hereby directed to deposit the amount of \$500.00 into revenue account 001-107-BMGT-ACCT-0242.

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date

2025-1-14-5

Exhibit A

Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
14340228004	1408 e. Washington Street	14-27.0-488-004	Union Baptist Church	\$500.00	J.W. CROSBY'S 2ND ADDITION LOT 6 BLOCK 1 to the City of Springfield, situated in the County of Sangamon and State of Illinois.	R-3	CS19-29

October 16, 2025

Applicant: Union Baptist Church

Program: Vacant Lot Program

Enclosure: Vacant Lot Application, Ordinance Fact Sheet, and Exhibit A

There is a total of three documents, six pages and one page (Ordinance Fact Sheet) requiring signatures.

Vacant Lot Details Referenced from City Website

The City of Springfield owns various vacant lots throughout the community that were once the location of blighted and abandoned properties. Now the City is encouraging residents to take ownership of these properties to help beautify their neighborhoods and Springfield through its Vacant Lot Program.

Adjacent property owners are given priority preference to a vacant lot to expand their property lines, start a garden, or help ensure the lot is cared for properly. Other preference is given to:

- A property owner on the street or block
- A neighborhood association or other organization that is actively involved in the neighborhood
- A nonprofit organization
- All others

The end goal is to encourage development and rehabilitation of these vacant lots and empower residents to invest in their neighborhoods. Please note, there is a minimum bid of \$500 per parcel required. The minimum bid is the minimum bid required for purchase. Applicants can choose to bid higher for property if desired. Price is not the only factor in bidding but will be considered.

Thank you,
Willisha Ware
Office of Planning & Economic Development
Economic Development Officer
Office: 217-789-2377 ext. 5477

2025-475

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

UNION BAPTIST CHURCH

Pioneer Park

Mailing Address

1405 E. Monroe Street

Daytime Phone Number

Email Address

(217) 544-8115

trmcjunks@comcast.net

Resident of Springfield corporate limits? Yes No

VACANT LOT INFORMATION

Vacant Lot Address(es)

Vacant Lot Parcel Number(s)

1408 E. Washington Street

14340228004

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- Adjacent Homeowner
- Property Owner near the vacant lot
- Other (specify): _____
- Adjacent Landlord/Property Owner
- Neighborhood Association or other organization

Address of your property:

- Same as my mailing address (listed in the Applicant Contact Information section)
- Different from my mailing address: _____

Do you rent or own your home? Rent Own

Your property is a:

- Residence
- Organization
- Business
- Other (specify): _____

Describe the intended use for the vacant lot.

Union Baptist Church own's Union Baptist Plaza. 1408 E. Washington (Lot 6) sits in the middle of the Plaza. We want Lot 6 to complete the ownership of the 14th/15th Street and Adams/Washington Street block.

Do you expect to invest any money to improve the vacant lot? If so, please explain.

Yes, not immediately but it is our intent to expand Union Baptist Plaza which is our senior citizen and disabled housing.

About how much money would you expect to spend (if any): \$ 50,000 - 100,000

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

2025-475

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned	Parcel Number(s) of Property Owned
1400 E. Washington Lots 1,2,7,8	14340228018
1400 E. Adams Lots 9-16	14340228018
209 S. 15th	14340232024

Do you owe delinquent property taxes?

Yes No If yes, please explain why. I dont know

Have you ever been cited for Housing Code Violations?

Yes No If yes, please explain why. I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

Yes No If yes, please explain why. I dont know

Do you have any debt owed to the City of Springfield?

Yes No If yes, please explain why. I dont know

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500 _____ per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Signature

Date

T. Ray McJunkins

T. Ray McJunkins

03/19/2025

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/04/2025

OFFICE REQUESTING: OPED

CONTACT PERSON: Willisha Ware

EMERGENCY PASSAGE: No Yes If yes, explain justification - See attached document

PHONE NUMBER: 217.789.2377 x 5477

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP CS19-29 AND EXECUTION OF AGREEMENT WITH UNION BAPTIST CHURCH FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL LOCATED AT 1408 E. WASHINGTON STREET (cont. below)

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A Change in Scope Yes No

CONTRACT AMOUNT: N/A (Original amount if change order) N/A Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: _____
- Exception: _____
- Code Provision: _____

Previous Ord #'s _____

- Is Purchasing Agent approval required? No Yes
- Is Purchasing Agent approval attached? No Yes

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1	001	107	BMGT	ACCT	0242 \$500
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Exhibit A
Vacant Lot Application

STAFF ANALYSIS

FOR AN AMOUNT OF \$500 FOR THE OFFICE OF BUDGET AND MANAGEMENT

This is for the sale of one vacant lot at 1408 E. Washington Street, Springfield, IL 62703 to Union Baptist Church.

FUNDS CHECK BY: C. Heingel

DIRECTOR / SUPERVISOR: [Signature]

CITY PURCHASING AGENT: [Signature]

SIGN OFF: _____
(Mayor's Signature) **GEM**

Date: 10/17/2025

Date: 10/17/25

Date: 10-24-2025

(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS19-29 AND EXECUTION OF AN AGREEMENT WITH HARRISON B. BELER SR. FOR PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF ONE VACANT LOT LOCATED AT 1129 12TH STREET IN THE AMOUNT OF \$800.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on June 25, 2023; and

WHEREAS, in response to the City's request for proposals CS19-29, the City has received a proposal for purchase of one parcel in the amount of \$800.00, said parcel being located at 1129 S. 12th Street and legally described on Exhibit A attached hereto; and

WHEREAS, it is in the best interests of the City to accept the bid and enter into an Agreement with Harrison B. Beler Sr. for sale of city-owned property located at 1129 S. 12th Street; and

WHEREAS, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS19-29 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$800.00.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

Section 3: That the Office of Budget and Management is hereby directed to deposit the amount of \$800.00 into revenue account 001-107-BMGT-ACCT-0242.

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 _____ 10-28-25
Office of Corporation Counsel / Date

2025 1476

Exhibit A		Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
		14340453023	1129 S. 12th Street	14-34-0-453-023	Harrison B. Beler Sr.	\$800.00	N 37' LOT 5 BLOCK 1 OUT LOTS IN BARRETT'S ADDITION to the City of Springfield, situated in the County of Sangamon and State of Illinois.	R-2	C519-29

October 16, 2025

Applicant: Harrison B. Beler Sr.

Program: Vacant Lot Program

Enclosure: Vacant Lot Application, Ordinance Fact Sheet, and Exhibit A

There is a total of three documents, six pages and one page (Ordinance Fact Sheet) requiring signatures.

Vacant Lot Details Referenced from City Website

The City of Springfield owns various vacant lots throughout the community that were once the location of blighted and abandoned properties. Now the City is encouraging residents to take ownership of these properties to help beautify their neighborhoods and Springfield through its Vacant Lot Program.

Adjacent property owners are given priority preference to a vacant lot to expand their property lines, start a garden, or help ensure the lot is cared for properly. Other preference is given to:

- A property owner on the street or block
- A neighborhood association or other organization that is actively involved in the neighborhood
- A nonprofit organization
- All others

The end goal is to encourage development and rehabilitation of these vacant lots and empower residents to invest in their neighborhoods. Please note, there is a minimum bid of \$500 per parcel required. The minimum bid is the minimum bid required for purchase. Applicants can choose to bid higher for property if desired. Price is not the only factor in bidding but will be considered.

Thank you,

Willisha Ware

Office of Planning & Economic Development

Economic Development Officer

Office: 217-789-2377 ext. 5477

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant	Neighborhood Association or other organization (if any)
<u>Harrison B. Belcher</u>	<u>None for now</u>
Mailing Address	Applicant Date of Birth
<u>1131 S. 12th</u>	<u>04-13-1958</u>
Daytime Phone Number	Email Address
<u>217-741-0280</u>	<u>belchersh@yahoo.com</u>
Resident of Springfield corporate limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

VACANT LOT INFORMATION

Vacant Lot Address(es)	Vacant Lot Parcel Number(s)
<u>1129 S. 12th ST</u>	<u>14340453023</u>
<u>Springfield IL, 62703</u>	

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- Adjacent Homeowner
- Adjacent Landlord/Property Owner
- Property Owner near the vacant lot
- Neighborhood Association or other organization
- Other (specify): _____

Address of your property:

- Same as my mailing address (listed in the Applicant Contact Information section)
- Different from my mailing address:

Do you rent or own your home? Rent Own

Your property is a:

- Residence Organization Business Other (specify): _____

Describe the intended use for the vacant lot.

extended yard or house for more space
also Garage

Do you expect to invest any money to improve the vacant lot? If so, please explain.

As above.

About how much money would you expect to spend (if any): \$ unknown

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

025-476

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

N/A

Do you owe delinquent property taxes?

Yes No If yes, please explain why. I dont know

Have you ever been cited for Housing Code Violations?

Yes No If yes, please explain why. I dont know

Weeds on fence

Do you owe on any delinquent accounts with City Water Light & Power?

Yes No If yes, please explain why. I dont know

Do you have any debt owed to the City of Springfield?

Yes No If yes, please explain why. I dont know

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 800.⁰⁰ per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Signature

Date

1 Mr. Harmon B. Beck CR

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/04/2025

OFFICE REQUESTING: OPED

CONTACT PERSON: Willisha Ware

PHONE NUMBER: 217.789.2377 x 5477

EMERGENCY PASSAGE: No Yes If yes, explain justification - See attached document

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP CS19-29 AND EXECUTION OF AGREEMENT WITH HARRISON B. BELER SR. FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL LOCATED AT 1129 S. 12TH STREET (cont. below)

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A Change in Scope Yes No

CONTRACT AMOUNT: N/A (Original amount if change order) Change Order # N/A Additional Amount _____

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: _____
- Exception: _____
- Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1	001	107	BMGT	ACCT	0242 \$800
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Exhibit A
Vacant Lot Application

STAFF ANALYSIS

FOR AN AMOUNT OF \$800 FOR THE OFFICE OF BUDGET AND MANAGEMENT

This is for the sale of one vacant lot at 1129 S. 12th Street, Springfield, IL 62703 to Harrison B. Beler Sr.

FUNDS CHECK BY: C. Heingel

DIRECTOR / SUPERVISOR: [Signature]

CITY PURCHASING AGENT: [Signature]

SIGN OFF: [Signature]
(Mayor's Signature) **GBA**

Date: 10/17/2025

Date: 10/15/25

Date: 10-24-2025

[Signature]
(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS19-29 AND EXECUTION OF AN AGREEMENT WITH HUMPHREY PROPERTIES, LLC FOR THE PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF TWO VACANT LOTS LOCATED AT 1835 RENFRO STREET IN THE AMOUNT OF \$1,000.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on June 25, 2023; and

WHEREAS, in response to the City's request for proposals CS19-29, the City has received a proposal for the purchase of two lots in the amount of \$1,000.00, said parcels being located at 1835 Renfro Street and legally described on Exhibit A attached hereto; and

WHEREAS, it is in the best interests of the City to accept the bid and enter into an Agreement with Humphrey Properties, LLC for sale of city-owned property located at 1835 Renfro Street; and

WHEREAS, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS19-29 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$1,000.00.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

Section 3: That the Office of Budget and Management is hereby directed to deposit the amount of \$1,000.00 into revenue account 001-107-BMGT-ACCT-0242.

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 10-29-25

Office of Corporation Counsel / Date

October 16, 2025

Applicant: Humphrey Properties LLC

Program: Vacant Lot Program

Enclosure: Vacant Lot Application, Ordinance Fact Sheet, and Exhibit A

There is a total of three documents, six pages and one page (Ordinance Fact Sheet) requiring signatures.

Vacant Lot Details Referenced from City Website

The City of Springfield owns various vacant lots throughout the community that were once the location of blighted and abandoned properties. Now the City is encouraging residents to take ownership of these properties to help beautify their neighborhoods and Springfield through its Vacant Lot Program.

Adjacent property owners are given priority preference to a vacant lot to expand their property lines, start a garden, or help ensure the lot is cared for properly. Other preference is given to:

- A property owner on the street or block
- A neighborhood association or other organization that is actively involved in the neighborhood
- A nonprofit organization
- All others

The end goal is to encourage development and rehabilitation of these vacant lots and empower residents to invest in their neighborhoods. Please note, there is a minimum bid of \$500 per parcel required. The minimum bid is the minimum bid required for purchase. Applicants can choose to bid higher for property if desired. Price is not the only factor in bidding but will be considered.

Thank you,

Willisha Ware

Office of Planning & Economic Development

Economic Development Officer

Office: 217-789-2377 ext. 5477

2025-477

Exhibit A

Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
22030276024	1835 Renfro Street	22-03-0-276-024	Humphrey Properties LLC	\$500.00	SPALDINGS PARK ADDITION LOT 22 BLOCK 1 to the City of Springfield, situated in the County of Sangamon and State of Illinois.	R-2	CS19-29
22030276025	1835 Renfro Street	22-03-0-276-025	Humphrey Properties LLC	\$500.00	SPALDING S PARK ADDITION LOT 21 BLOCK 1 to the City of Springfield, situated in the County of Sangamon and State of Illinois.	R-2	CS19-29
				Total:	\$1,000.00		

2025-02-27

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant	Neighborhood Association or other organization (if any)
Humphrey Properties LLC	Humphrey's Market Inc

Mailing Address
1821 S 15th St, Springfield, IL, 62703

Daytime Phone Number	Email Address
2175447445	gbradley@humphreysmarket.com

Resident of Springfield corporate limits? Yes No

VACANT LOT INFORMATION

Vacant Lot Address(es)	Vacant Lot Parcel Number(s)
1835 Renfro St	22-03.0-276-024
1835 Renfro St	22-03.0-276-025

2025-497

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- Adjacent Homeowner Adjacent Landlord/Property Owner
 Property Owner near the vacant lot Neighborhood Association or other organization
 Other (specify): _____

Address of your property:

- Same as my mailing address (listed in the Applicant Contact Information section)
 Different from my mailing address: _____

Do you rent or own your home? Rent Own

Your property is a:

- Residence Organization Business Other (specify): _____

Describe the intended use for the vacant lot.

Currently we would like to clear the lot of debris and keep it cleared, mowed, maintained.

Do you expect to invest any money to improve the vacant lot? If so, please explain.

We spent just over \$5,000 this past month to remove trees, brush, trash, etc from this property along with the entire alley.

About how much money would you expect to spend (if any): \$ 5,000

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned	Parcel Number(s) of Property Owned
1800 - 1852 S 15th St	22-03.0-276-001
	22-03.0-276-013

Do you owe delinquent property taxes?
 Yes No If yes, please explain why. I dont know

Have you ever been cited for Housing Code Violations?
 Yes No If yes, please explain why. I dont know

Do you owe on any delinquent accounts with City Water Light & Power?
 Yes No If yes, please explain why. I dont know

Do you have any debt owed to the City of Springfield?
 Yes No If yes, please explain why. I dont know

2025-477

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500 _____ per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder	Signature	Date
Humphrey Properties LLC	Grant Bradley <small>Digitally signed by Grant Bradley Date: 2025.09.23 08:49:45 -0500</small>	9/23/25

2025-477

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/04/2025

OFFICE REQUESTING: OPED

CONTACT PERSON: Willisha Ware

PHONE NUMBER: 217.789.2377 x 5477

EMERGENCY PASSAGE: No [x] Yes [] If yes, explain justification - See attached document

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP CS19-29 AND EXECUTION OF AGREEMENT WITH HUMPHREY PROPERTIES LLC FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF TWO PARCELS LOCATED AT 1835 RENFRO STREET (cont. below)

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A Change in Scope Yes [] No [x]

CONTRACT AMOUNT: N/A Change Order # Additional Amount

Method of Purchase (check one)

- Low Bid, Low Bid Meeting Specs, Low Evaluated Bid, Other, Exception, Code Provision

Previous Ord #'s

- Is Purchasing Agent approval required? Is Purchasing Agent approval attached?

Accounting information (if more than four accounts, please attach list)

Table with columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 001, 107, BMGT, ACCT, 0242, \$1000

Table with columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4 are empty.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Exhibit A Vacant Lot Application

STAFF ANALYSIS

FOR AN AMOUNT OF \$1000 (\$500 EACH) FOR THE OFFICE OF BUDGET AND MANAGEMENT

This is for the sale of two vacant lots at 1835 Renfro Street, Springfield, IL 62703 to Humphrey Properties LLC.

FUNDS CHECK BY: C. Heingel, DIRECTOR / SUPERVISOR, CITY PURCHASING AGENT, SIGN OFF: (Mayor's Signature)

Date: 10/17/2025, Date: 10/17/25, Date: 10-24-2025, (Director of OBM)

2025-477

AN ORDINANCE AUTHORIZING FINANCIAL ASSISTANCE FOR THE PROPERTY LOCATED AT 1605 S. PASFIELD STREET, UTILIZING EXTERIOR REHABILITATION ASSISTANCE FUNDS FOR HOMEOWNERS IN AREAS OUTSIDE OF TIF DISTRICTS AND THE CANNABIS GRANT DISTRICT IN THE AMOUNT OF \$3,004.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City has adopted a program for the exterior rehabilitation of residential owner-occupied properties outside of TIF Districts and the Cannabis Grant District utilizing housing and building code violation fines and registration fees, and known as the Citywide Exterior Rehabilitation Program ("Program"), pursuant to Ordinance number 348-08-22 ("Ordinance"); and

WHEREAS, Alan Stuffings ("Homeowner") owns the property located at 1625 S. Pasfield Street; and

WHEREAS, the Homeowner is requesting Citywide Exterior Rehabilitation Program funds in the amount of \$3,004.00 for reimbursement of expenses incurred to repair a water line break to his residence; and

WHEREAS, the repairs were completed on an emergency basis by a licensed contractor together with CWLP in order to ensure the Homeowner's residence had water service as required by City Code; and

WHEREAS, the total amount already expended by the Homeowner to complete the work is \$6,008.00, and the Program represents 50% of those costs; and

WHEREAS, the Homeowner has experience a significant financial hardship due the amount expended for the repairs; and

WHEREAS, the Homeowner has met all requirements of the Program, other than executing a contract for repairs due to the emergency nature thereof; and

WHEREAS, it is in the best interests of the City to grant an exception to the Program's contracting requirement and authorize payment in the amount requested for reimbursement to the Homeowner.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves the use of Citywide Exterior Rehabilitation Program funds in the amount of \$3,004.00 for the property located at 1625 S.

Pasfield Street for reimbursement of expenses incurred to repair a water line break to the Homeowner's residence.

Section 2: That the Office of Budget and Management is authorized to make payment not to exceed \$3,004.00 to Alan Stuffings, from account number 001-111-DEVL-RHAB-2110.

Section 3: That this ordinance shall become effectively immediately after its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Alderwoman Jennifer Notariano



Office of Corporation Counsel

Citywide Exterior Rehabilitation Program Application



Applications will be considered incomplete and will not be reviewed until all of the requested information is received. Return application and required documentation to:
City of Springfield Office of Planning and Economic Development, Attn: TIF Administrator
800 E. Monroe, Room 107, Springfield, IL 62701

OWNER AND PROPERTY INFORMATION

Applicant 1 Name

Applicant 2 Name

ALAN STUFFINGS

Applicant 1 Email

Applicant 2 Email

Applicant 1 Phone

Applicant 2 Phone

Address

City

State

ZIP

1605 S. PASFIELD ST. Springfield IL 62704

Year Built

1920

REQUIRED DOCUMENTATION

- Copy of recorded deed, proof of ownership
- Documentation of property insurance
- Real estate tax bill (Must be owner-occupied)
- Current exterior photograph of the home
- Mortgage information (name, address, and type of loan)
- Utility verification (current CWLP & Ameren bill)
- At least two bids for the project had two bids
- N/A Any current housing code violations on record
- Verification of income

PROJECT SCOPE

Describe the work to be included in the project and an estimated budget for each item. Also include at least two bids for the project with your application.

EXTERIOR PAINTING OR SIDING
TUCK-POINTING, MASONRY
ROOF
PORCH & EXTERIOR STAIRS
REPAIRS TO CORRECT VIOLATIONS

* Plumbing work water service line - exterior (yard)

2025-478

INCOME AND FAMILY SIZE CERTIFICATION

The number of persons living in your household: 1

Your household's total annual gross income (before deductions): \$ currently unemployed

Provide the following information for all people living in your household. Attach additional page if necessary.

NAME	RELATIONSHIP	AGE	SEX

Ethnicity: Hispanic or Latino Not Hispanic or Latino

Single Race: White
 Black/African American
 Asian
 American Indian/Alaskan Native
 Native Hawaiian/Other Pacific Islander

Multi-Race: White and American Indian/Alaskan Native
 White and Black/African American
 White and Asian
 Black/African American and Asian
 Black/African American and American Indian/Alaskan Native
 Other Multi-Racial

Female Head of Household: Yes No

I (we) the undersigned, certify that the above information is true and correct to the best of my knowledge.

Applicant Name ALAN STUFFINGS Signature  Date 10-6-25

Applicant Name _____ Signature _____ Date _____

PENALTY FOR FALSE OR FRAUDULENT STATEMENT; U.S.C. Title 18, Section 1001, "Whoever, in any matter within jurisdiction of any department or agency of the United States knowingly and willfully falsifies... or makes false, fictitious or fraudulent statements or representations, or makes or uses any false representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both."

2025-478

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/04/2025

OFFICE REQUESTING: OPED

CONTACT PERSON: Willisha Ware

EMERGENCY PASSAGE: No Yes If yes, explain justification - See attached document

PHONE NUMBER: 217.789.2377 x 5477

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING A PAYMENT OF \$3,004.00 TO ALAN STUFFINGS FOR REIMBURSEMENT OF EXPENSES INCURRED TO REPAIR A WATER LINE BREAK TO HIS RESIDENCE. (cont. below)

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A Change in Scope Yes No

CONTRACT AMOUNT: N/A N/A
 (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: _____
- Exception: _____
- Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

Accounting information (if more than four accounts, please attach list)

REVENUE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	111	DEVL	RHAB	2110	66004.00
2						
3						
4						

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	111	DEVL	RHAB	2110	\$3,004.00
2						
3						
4						

clh

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Deed
CityWide Application

STAFF ANALYSIS

This is for reimbursement to Homeowner, Alan Stuffings, for participation in the Citywide Exterior Rehabilitation Program. The Citywide Program covers 50% of cost incurred during exterior rehabilitation. The total amount already expended by Alan Stuffings to repair a water line break to his residence is \$6,008.00 and the City will match 50% of that amount for a total of \$3,004.00.

FUNDS CHECK BY: Courtney Hensid

Date: 11.20.2025

DIRECTOR / SUPERVISOR: Rasing, Amy A. Digitally signed by Rasing, Amy A. Date: 2025.10.20 10:00:18 -0500

Date: _____

CITY PURCHASING AGENT: _____

Date: 10/21/2025

SIGN OFF: _____
(Mayor's Signature) *GFH*

(Director of OBM)

The information supplied on this form is not confidential information.

2025-478

AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH PARVENIR GROUP, LLC D/B/A MJ FISH AND CHICKEN FOR FINANCIAL ASSISTANCE FOR THE PROPERTY LOCATED AT 2901 S. GRAND AVENUE EAST, UTILIZING FAR EAST TAX INCREMENT FINANCE FUNDS IN THE AMOUNT OF \$300,000.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as defined in the Redevelopment Agreement attached hereto) and known as the Central Area Tax Increment Redevelopment Plan and Project ("Plan"), pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. ("Act"); and

WHEREAS, Parvenir Group, LLC d/b/a MJ Fish and Chicken ("Redeveloper") owns the property located at 2901 S. Grand Avenue East; and

WHEREAS, the Redeveloper is requesting Central Area Tax Increment Finance funds in the amount of \$300,000.00 for acquisition and renovation of the property; and

WHEREAS, the total project cost is \$426,904.84, TIF represents 70% of those costs; and

WHEREAS, it is necessary to enter into a Redevelopment Agreement with Parvenir Group, LLC d/b/a MJ Fish and Chicken; and

WHEREAS, a copy of the contract shall be on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves a redevelopment agreement with Parvenir Group, LLC d/b/a MJ Fish and Chicken for use of Far East Tax Increment Finance funds in the amount of \$300,000.00 for the property located at 2901 S. Grand Avenue East for acquisition and renovation of the property.

Section 2: That the Office of Budget and Management is authorized to make payment not to exceed \$300,000.00 to Parvenir Group, LLC d/b/a MJ Fish and Chicken upon satisfactory completion of the project from account number 062-111-DEVL-FARE-2110.

Section 3: That this ordinance shall become effective immediately after its passage and recording by the City Clerk.

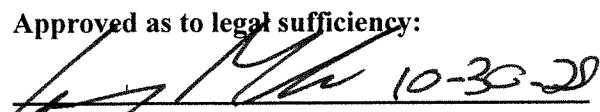
PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:


Office of Corporation Counsel

Requested by: Mayor Misty Buscher

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/04/2025

OFFICE REQUESTING: OPED

CONTACT PERSON: Julia Griffin

EMERGENCY PASSAGE: No [checked] Yes [] If yes, explain justification - See attached document

PHONE NUMBER: 217.789.2377x5455

FISCAL IMPACT: \$300,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH PARVENIR GROUP LLC, FOR FINANCIAL ASSISTANCE FOR THE PROPERTY LOCATED AT 2901 S GRAND AVE E, UTILIZING FAR EAST TAX INCREMENT FINANCE FUNDS

CONTRACTOR / VENDOR NAME: Parvenir Group LLC VENDOR NO: 5717

CONTRACT TERM: June 30, 2026 Change in Scope Yes [] No []

CONTRACT AMOUNT: \$300,000 (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

Previous Ord #'s

- Low Bid [] Other: []
Low Bid Meeting Specs [] Exception: []
Low Evaluated Bid [] Code Provision: []

Is Purchasing Agent approval required? No [] Yes []
Is Purchasing Agent approval attached? No [] Yes []

Accounting information (if more than four accounts, please attach list)

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 062, 111, DEVL, FARE, 2110, \$300,000.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Redevelopment Agreement

STAFF ANALYSIS

Work is to be completed at 2901 S. Grand Avenue East, located within the Far East Springfield TIF District. The project involves the acquisition and renovation of the property for use by Parvenir Group LLC DBA MJ Fish and Chicken.

The total project cost is \$426,904.84, with the TIF assistance request totaling up to \$300,000, representing approximately 70% of the total project cost.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2025.10.24 07:03:31 -05'00'

Date:

DIRECTOR / SUPERVISOR: Rasing, Amy A. Digitally signed by Rasing, Amy A. Date: 2025.10.23 15:46:47 -05'00'

Date:

CITY PURCHASING AGENT: [Signature]

Date: 10/28/2025

SIGN OFF: [Signature] (Mayor's Signature)

[Signature] (Director of OBM)

The information supplied on this form is not confidential information.

2025-479

2025 - 480

**AN ORDINANCE AUTHORIZING A SPONSORSHIP TO FASTCORE RACE
TIMING & PRODUCTIONS FOR THE ROUTE 66 5K FOOT RACE TO BE HELD
JUNE 06, 2026, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$3,000.00 FOR
THE SPRINGFIELD CONVENTION & VISITORS BUREAU**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 International Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances provides for financial assistance to persons, partnerships, for-profit and not-for-profit entities; and

WHEREAS, Fastcore Race Timing & Productions has requested financial assistance in the amount of \$3,000.00 for the Route 66 5K Foot Race to be held June 6, 2026; and

WHEREAS, the City desires to show its support for this event.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SPRINGFIELD, INTERNATIONAL:**

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$3,000.00 to Fastcore Race Timing & Productions for the Route 66 5K Foot Race to be held June 6, 2026, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$3,000.00 to Fastcore Race Timing & Productions, from account number 021-114-VIST-VISIT-2110.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

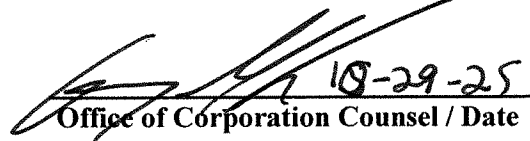
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


10-29-25
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

DATE OF 1st READING: November 4, 2025

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

EMERGENCY PASSAGE: No Yes If yes, explain justification - See attached document

PHONE NUMBER: 217.789.2360 x5531

FISCAL IMPACT: 3,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING A SPONSORSHIP TO FASTSCORE RACE TIMING & PRODUCTIONS FOR THE ROUTE 66 5K FOOT RACE JUNE 6, 2026 IN AN AMOUNT NOT TO EXCEED \$3,000.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

CONTRACTOR / VENDOR NAME: Fastscore Race Timing & Productions VENDOR NO: _____

CONTRACT TERM: June 6, 2026 Change in Scope Yes No

CONTRACT AMOUNT: 3,000.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: _____
- Exception: _____
- Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	021	114	VIST	VIST	2110	3,000.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Event Agreement

STAFF ANALYSIS

Convention & Visitors Advisory Board recommends sponsorship as a Route 66 Centennial event.

FUNDS CHECK BY: Courtney Heinzl Digitally signed by Courtney Heinzl Date: 2025.10.20 15:26:20 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2025.10.14 11:50:44 -05'00'

Date: _____

CITY PURCHASING AGENT: _____

Date: 10/21/2025

SIGN OFF: [Signature]
(Mayor's Signature) CSM

[Signature]
(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING A SPONSORSHIP TO SPRINGFIELD AREA ARTS COUNCIL FOR FIRST NIGHT SPRINGFIELD TO BE HELD DECEMBER 31, 2025, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$5,000.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 International Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances provides for financial assistance to persons, partnerships, for-profit and not-for-profit entities; and

WHEREAS, Springfield Area Arts Council has requested financial assistance in an amount not to exceed \$5,000.00 for sponsorship of First Night Springfield to be held December 31, 2025; and

WHEREAS, the City desires to show its support for this event.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, INTERNATIONAL:

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$5,000.00 to Springfield Area Arts Council for First Night Springfield to be held December 31, 2025, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$5,000.00 to Springfield Area Arts Council, from account number 021-114-VIST-VISIT-2110.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date 10-29-25

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this October 14, 2025, by and between, Springfield Area Arts Council (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Organizer agrees to host First Night Springfield 2025 ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

NOW THEREFORE, in consideration of the premises and mutual obligations set forth herein, the Parties hereby covenant and agree as follows:

Section 1. Hotel Room Nights Required: The total number of hotel room nights Organizer shall sell for the Event in the City of Springfield must minimally total 0 room nights.

Section 2. Payment Terms: The City shall pay Organizer a sponsorship award in the amount of \$5,000.00. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than December 31, 2025.

Section 3. Event Timeline: The Organizer agrees to host the Event in Springfield within the timeframe outlined (above). Any changes to the timeline must be agreed upon in writing by both parties.

Section 4. No Waiver. No waiver of a breach or violation of any provision of this Agreement by the City shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

Section 5. Termination: If the event does not occur by December 31, 2025 Springfield shall not be obligated to pay the agreed-upon sponsorship award and/or be refunded any award amount paid in advance. Additionally, either party may terminate this Agreement upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of receiving notice.

Section 6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any disputes arising under this Agreement shall be resolved in the courts of Sangamon County, Illinois.

Section 7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing between the Parties. No amendment, alteration, modification or addition to this Agreement shall be valid or binding unless expressed in writing and signed by authorized representatives of each of the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date first written above.

Organizer
By: Isabella Szabo
Isabella Szabo
Executive Director

**CITY OF SPRINGFIELD, ILLINOIS, a
municipal corporation**
By: _____
Mayor Misty Buscher

ORDINANCE FACT SHEET

DATE OF 1st READING: November 4, 2025

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

EMERGENCY PASSAGE: No Yes If yes, explain justification - See attached document

PHONE NUMBER: 217.789.2360 x5531

FISCAL IMPACT: 5,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING A SPONSORSHIP TO THE SPRINGFIELD AREA ARTS COUNCIL FOR FIRST NIGHT SPRINGFIELD DECEMBER 31, 2025 IN AN AMOUNT NOT TO EXCEED \$5,000.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

CONTRACTOR / VENDOR NAME: Springfield Area Arts Council VENDOR NO: _____

CONTRACT TERM: June 6, 2026 Change in Scope Yes No

CONTRACT AMOUNT: 5,000.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: _____
- Exception: _____
- Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	021	114	VIST	VIST	2110	5,000.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Event Agreement

STAFF ANALYSIS

Convention & Visitors Advisory Board recommends this sponsorship. Route 66 Centennial kick off & co-brand event.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2025.10.20 15:27:11 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2025.10.14 11:37:57 -05'00'

Date: _____

CITY PURCHASING AGENT: _____

Date: 10/21/2025

SIGN OFF: _____
(Mayor's Signature) *GEM*

(Director of OBM)

The information supplied on this form is not confidential information.

2025-481

AN ORDINANCE APPROVING A ZERO TOLERANCE POLICY FOR RACIAL SLURS IN THE WORKPLACE AND AMENDING CHAPTER 36 SECTION 36.64, OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield has codified its non-discrimination and anti-harassment policy in Section 36.63 of its City Code; and

WHEREAS, the City wishes to adopt a Zero Tolerance Policy for Racial Slurs in the Workplace; and

WHEREAS, it is in the best interest of the City to amend adopt the Zero Tolerance Policy for Racial Slurs in the Workplace as attached as **Exhibit A** and amend Chapter 36 Section 36.64 of the 1988 City of Springfield Code of Ordinances, as amended, to provide that violation of this policy as grounds for discharge.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby adopts a Zero Tolerance Policy for Racial Slurs in the Workplace as set forth in the attached Exhibit A.

Section 2: That the City Council hereby amends Chapter 36 Section 36.64 Subsection (a)(3) of the 1988 City of Springfield Code of Ordinances, as amended, by adding the following to the enumerated causes for discharge: p. Failure to follow the zero tolerance policy for racial slurs in the workplace as set forth in an ordinance adopted November, 2025, on file in the city clerk's office.

Section 3: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 4: That this ordinance shall become effective immediately upon its passage, recording by the City Clerk and publication in pamphlet form.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath

Approved as to legal sufficiency:

Requested by:
Mayor Misty Buscher
Alderman Shawn Gregory
Alderman Lakeisha Purchase
Alderman Jennifer Notariano
Alderman Brad Carlson
Alderman Jim Donelan
Alderman Erin Conley
Alderman Ralph Hanauer
Alderman Jeff Cox
Alderman Larry Rockford

Office of Corporation Counsel / Date

Zero Tolerance Policy for Racial Slurs in the Workplace

Policy Statement

The City is committed to providing a workplace environment free from discrimination, harassment, and offensive conduct based on race, color, religion, national origin, ancestry, ethnicity, citizenship status, and other protected classifications under applicable federal, state, and local laws, including but not limited to Title VII of the Civil Rights Act of 1964 and the Illinois Human Rights Act. The use of racial slurs or other racially derogatory language in the workplace is strictly prohibited and will result in immediate termination of employment.

Purpose

This policy is designed to:

1. Maintain a respectful, inclusive, and productive work environment for all employees;
2. Ensure compliance with federal and Illinois state laws prohibiting discrimination and harassment;
3. Establish clear consequences for the use of racial slurs in the workplace; and
4. Demonstrate the City's commitment to zero tolerance for racist language and conduct.

Scope

This policy applies to all employees, regardless of position or tenure, including but not limited to full-time, part-time, temporary, and contract employees. This policy covers conduct occurring:

1. On City premises;
2. At City-sponsored events or activities;
3. During work-related travel;
4. While representing the City in any capacity, including comments on social media; or
5. Through City communication systems, including email, phone, video conferencing, and other electronic communications.

Definitions

For purposes of this policy:

Racial Slur: Any word, phrase, or language that denigrates, insults, or shows hostility toward an individual or group based on race, color, ethnicity, or national origin. This includes historically derogatory terms, epithets, and any language commonly recognized as offensive to racial or ethnic groups.

Workplace: Any location where an employee is engaged in work-related activities, including physical office locations, remote work settings during work hours, off-site work events, online forums, and any setting where the employee is representing the City.

Prohibited Conduct

The following conduct is expressly prohibited and will result in immediate termination of employment:

1. Using racial slurs or racially derogatory language in any form, whether verbal, written, or electronic;
2. Displaying or sharing materials containing racial slurs;
3. Making jokes or comments that incorporate racial slurs; or
4. Using racial slurs regardless of intent, context, or claimed "casual" usage.

Reporting Procedure

Any employee who witnesses or becomes aware of the use of racial slurs in the workplace should report the incident immediately. Failure to report the use of racial slurs in the workplace shall be cause for discipline.

An employee may report the incident to any of the following individuals:

- Immediate supervisor.
- Department/division head.
- Director, human resources.
- Labor relations manager.
- Human resources manager.
- Corporation counsel.
- Mayor's office.

While a report may be received by any of the individuals listed above, all reports made under this policy will be referred to the office of human resources for investigation and resolution. If the report is against a member of the human resources staff or otherwise poses a conflict of interest, the matter shall then be investigated and resolved by the office of corporation counsel.

Confidential reporting can also be made with one of the following:

- Inspector General of the City of Springfield
- Inspector General/Ethics Officer of the State of Illinois
- Illinois Department of Human Rights (IDHR)
- Equal Employment Opportunity Commission (EEOC)

The City will promptly investigate all reports and take appropriate action in accordance with this policy.

Consequences

The use of racial slurs in the workplace will result in immediate termination of employment. This zero-tolerance approach applies regardless of:

1. The employee's intent;

2. The employee's length of service or position;
3. Whether the slur was directed at a specific individual; or
4. Whether the recipient of the slur was present or a member of the targeted group.

No Retaliation

The City strictly prohibits retaliation against any individual who reports violations of this policy or participates in an investigation of such reports. Any employee who engages in retaliation will be subject to disciplinary action, up to and including termination of employment.

Acknowledgment

All employees are required to acknowledge receipt and understanding of this policy. Violation of this policy will result in immediate termination of employment.

DRAFT

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 11/4/2025

OFFICE REQUESTING: OFFICE OF CORPORATION COUNCIL

CONTACT PERSON: GREG MOREDOCK

PHONE NUMBER: 217-789-2375 EXT 4904

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: CODE CHANGE **FISCAL IMPACT:** \$ _____

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE APPROVING A ZERO TOLERANCE POLICY FOR RACIAL SLURS IN THE WORKPLACE AND AMENDING THE 1988 CITY CODE OF ORDINANCES, AS AMENDED

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope** Yes No

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

- Low Bid Other: _____
- Low Bid Meeting Specs Exception: _____
- Low Evaluated Bid **Code Provision:** _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:	Date:
DIRECTOR / SUPERVISOR SIGNATURE	Date:
CITY PURCHASING AGENT:	Date:

COMMENTS

THIS ORDINANCE ESTABLISHES A ZERO TOLERANCE POLICY FOR RACIAL SLURS IN THE WORKPLACE.

SIGN OFF: _____
 (Mayor's Signature) *GM*

_____ (Director of OBM)

2025-482