

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE26-10-37 – RENTAL OF HEAVY EQUIPMENT WITH ALTORFER, INC. AND LUBY EQUIPMENT, LLC FOR A TOTAL MAXIMUM AMOUNT NOT TO EXCEED \$425,000.00 FOR THE OFFICE OF PUBLIC UTILITIES AND THE OFFICE OF PUBLIC WORKS

WHEREAS, by the previous action, the Specifications Committee approved specifications for Contract UE26-10-37 – Rental of Heavy Equipment for the Office of Public Utilities and Office of Public Works, and

WHEREAS, as described in said specifications, the advertisement for bids for Contract UE26-10-37 was placed, and

WHEREAS, Altorfer, Inc. and Luby Equipment, LLC, submitted responsive bids, 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. UE26-10-37.

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 bids from Altorfer, Inc. and Luby Equipment, LLC, for Contract UE26-10-37 – Rental of Heavy Equipment in an amount not to exceed Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00) for the Office of Public Utilities and Seventy-Five Thousand Dollars and No Cents (\$75,000.00) for the Office of Public Works.

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 and the Office of Public Works.

Section 3. The payment to Altorfer, Inc. and Luby Equipment, LLC, for the total maximum amount of Four Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000.00) from Account Nos. 102-100-CABF-7721-1210, 102-100-CBBA-7803-1210, 102-100-CAA-7711-1205, 102-100-CAA-7717-1205 (\$350,000.00), and 001-110-WORK-GARA-1210 (\$75,000.00) is hereby authorized, approved, and directed.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 12-16-25

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

VENDOR NAME: Altorfer, Inc.
 Luby Equipment LLC

CONTRACT AMOUNT: \$425,000 total

TYPE OF AWARD: All Bids / UE26-10-37

PRIOR ORDINANCE INFORMATION:

Previous Contract: Ord. 493-12-24, UE25-10-37, Alta Construction Equipment Illinois LLC, C and C Pumps and Supply, Inc., Herc Rentals Inc., and Roland Machinery Company, 1 yr. \$425,000.00 (\$350k CWLP / \$75k PW)

INFORMATION:

This Ordinance accepts Contract UE26-10-37 in an amount not to exceed \$425,000.00 with Altorfer, Inc. and Luby Equipment LLC.

Throughout the year, the Office of Public Utilities must clean out various power plant and filter plant settling ponds and along with the continued maintenance of the ash ponds and landfill. The work sometimes requires special equipment that the Utility does not own. It is necessary to rent this equipment to accomplish the objectives efficiently. Rentals will occur on an as-needed basis. CWLP is requesting \$350,000.00 for the Utilities' portion of the said contract.

Public Works is also being added to this Ordinance to utilize the pricing of these rentals. On occasion, Public Works needs to supplement its equipment fleet to complete various tasks on City rights-of-way, including sewer repairs, inlet repair and replacement, excavation and grading, pavement removal, and other functions as required. Public Works is requesting \$75,000.00 for their portion of the said contract.

There were two bidders on this contract. The contract is being awarded to both vendors.

CONTRACT NAME: Rental of Heavy Equipment
CONTRACT NO: UE26-10-37
DEPARTMENT: Power Generation/T&D/Public Works
DATE: November 26, 2025



Vendors Submitting Bids
(All Awarded Contracts at Unit Pricing)

**Altorfer,
Inc.** Springfield, IL
**Luby Equipment
LLC** Springfield, IL

HEAVY EQUIPMENT RENTAL

Equipment Type/Model	Altorfer Inc. Springfield, IL	Luby Equipment LLC Springfield, IL
I. EXCAVATORS		
<u>Equipment Type/Model</u>		
CAT 325CL 60' reach or Equivalent		
RENT		
Daily	\$ 2,000.00	NO BID
Weekly	\$ 5,250.00	NO BID
Monthly	\$ 13,050.00	NO BID
Three Months	\$ 36,975.00	NO BID
Six Months	\$ 73,950.00	NO BID
<u>Equipment Type/Model</u>		
CAT 325CL (35ft) or Equivalent		
RENT		
Daily	\$ 1,600.00	\$ 725.00
Weekly	\$ 3,700.00	\$ 2,110.00
Monthly	\$ 8,100.00	\$ 6,145.00
Three Months	\$ 22,950.00	\$ 17,505.00
Six Months	\$ 45,900.00	\$ 35,010.00
<u>Equipment Type/Model</u>		
CAT Model 330CL or Equivalent		
RENT		
Daily	\$ 2,000.00	\$ 1,170.00
Weekly	\$ 4,500.00	\$ 3,340.00
Monthly	\$ 12,150.00	\$ 9,690.00
Three Months	\$ 34,425.00	\$ 29,070.00
Six Months	\$ 68,850.00	\$ 58,140.00

CONTRACT NUMBER
UE26-10-37

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/26/2025

Equipment Type/Model	Altorfer Inc. Springfield, IL	Luby Equipment LLC Springfield, IL
V. DRY PRIMING TRASH DUMPS		
<u>Equipment Type/Model</u>		
6" Diesel Portable Trash Pump		
RENT		
Daily	\$ 400.00	NO BID
Weekly	\$ 1,175.00	NO BID
Monthly	\$ 3,500.00	NO BID
Three Months	\$ 10,500.00	NO BID
Six Months	\$ 21,000.00	NO BID
V. DRY PRIMING TRASH DUMPS		
<u>Equipment Type/Model</u>		
12" Diesel Portable Trash Pump		
RENT		
Daily	NO BID	NO BID
Weekly	NO BID	NO BID
Monthly	NO BID	NO BID
Three Months	NO BID	NO BID
Six Months	NO BID	NO BID
VI. ELETRIC SUBMERSIBLE PUMPS ALL 220/480/ VOLT 3 PHASE		
<u>Equipment Type/Model</u>		
4" Submersible High Head Electric Pump		
RENT		
Daily	NO BID	NO BID
Weekly	NO BID	NO BID
Monthly	NO BID	NO BID
Three Months	NO BID	NO BID
Six Months	NO BID	NO BID

2025-517

CONTRACT NUMBER
UE26-10-37

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/26/2025

Equipment Type/Model	Altorfer Inc. Springfield, IL	Luby Equipment LLC
VI. ELETRIC SUBMERSIBLE PUMPS ALL 220/480/ VOLT 3 PHASE		
<u>Equipment Type/Model</u>		
6"Submersible High Head Electric Pump		
RENT		
Daily	NO BID	NO BID
Weekly	NO BID	NO BID
Monthly	NO BID	NO BID
Three Months	NO BID	NO BID
Six Months	NO BID	NO BID
VI. ELETRIC SUBMERSIBLE PUMPS ALL 220/480/ VOLT 3 PHASE		
<u>Equipment Type/Model</u>		
8"Submersible High Head Electric		
RENT		
Daily	NO BID	NO BID
Weekly	NO BID	NO BID
Monthly	NO BID	NO BID
Three Months	NO BID	NO BID
Six Months	NO BID	NO BID
VI. ELETRIC SUBMERSIBLE PUMPS ALL 220/480/ VOLT 3 PHASE		
<u>Equipment Type/Model</u>		
10"Submersible High Head Electric Pump		
RENT		
Daily	NO BID	NO BID
Weekly	NO BID	NO BID
Monthly	NO BID	NO BID
Three Months	NO BID	NO BID
Six Months	NO BID	NO BID

2025-517

2025-517

CONTRACT NUMBER
UE26-10-37

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/26/2025

		Altorfer Inc. Springfield, IL	Luby Equipment LLC Springfield, IL		
VII. FORK LIFTS					
<u>Equipment Type/Model</u>					
JCB 507-42 (6K-7K 42' Cab Shooting Boom) or equiv.	RENT				
Daily		\$ 500.00	NO BID		
Weekly		\$ 1,200.00	NO BID		
Monthly		\$ 2,650.00	NO BID		
Three Months		\$ 7,950.00	\$ 8,805.00		
Six Months		\$ 15,900.00	\$ 17,610.00		
<u>Equipment Type/Model</u>					
JLG G5-18A (5,500 lb 19' Cab Shoot. Boom) or equiv.	RENT				
Daily		\$ 400.00	NO BID		
Weekly		\$ 925.00	NO BID		
Monthly		\$ 2,025.00	NO BID		
Three Months		\$ 6,075.00	NO BID		
Six Months		\$ 12,150.00	NO BID		
<u>Equipment Type/Model</u>					
Komatsu FG25T-16	RENT				
Daily		\$ 315.00	NO BID		
Weekly		\$ 635.00	NO BID		
Monthly		\$ 1,575.00	NO BID		
Three Months		\$ 4,725.00	NO BID		
Six Months		\$ 9,450.00	NO BID		

CONTRACT NUMBER
UE26-10-37

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/26/2025

		Altorfer Inc. Springfield, IL	Luby Equipment LLC Springfield, IL		
VIII. Work Platforms					
<u>Equipment Type/Model</u>					
JLG 1930ES Electric Scissor Lift or Equiv.					
RENT					
Daily		\$ 150.00	NO BID		
Weekly		\$ 275.00	NO BID		
Monthly		\$ 415.00	NO BID		
Three Months		\$ 1,245.00	NO BID		
Six Months		\$ 2,490.00	NO BID		
Skyjack III 4626 Electric Scissor Lift or Equiv.					
RENT					
Daily		\$ 175.00	NO BID		
Weekly		\$ 365.00	NO BID		
Monthly		\$ 625.00	NO BID		
Three Months		\$ 1,875.00	NO BID		
Six Months		\$ 3,750.00	NO BID		
JLG E400AJP Electric boom Lift or Equiv.					
RENT					
Daily		\$ 375.00	NO BID		
Weekly		\$ 825.00	NO BID		
Monthly		\$ 1,650.00	NO BID		
Three Months		\$ 4,950.00	NO BID		
Six Months		\$ 9,900.00	NO BID		
JLG E600AJP Electric boom Lift or Equiv.					
RENT					
Daily		NO BID	NO BID		
Weekly		NO BID	NO BID		
Monthly		NO BID	NO BID		
Three Months		NO BID	NO BID		
Six Months		NO BID	NO BID		

2025-517

CONTRACT NUMBER
UE26-10-37

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/26/2025

		Altorfer Inc. Springfield, IL	Luby Equipment LLC Springfield, IL		
VIII. Work Platforms					
<u>Equipment Type/Model</u>					
JLG 600S Diesel Powered Boom Lift or Equiv.					
RENT					
Daily	\$	450.00	NO BID		
Weekly	\$	995.00	NO BID		
Monthly	\$	2,225.00	NO BID		
Three Months	\$	6,675.00	NO BID		
Six Months	\$	13,350.00	NO BID		
JLG 800S Diesel Powered Boom Lift or Equiv.					
RENT					
Daily	\$	725.00	NO BID		
Weekly	\$	1,650.00	NO BID		
Monthly	\$	3,375.00	NO BID		
Three Months	\$	10,125.00	NO BID		
Six Months	\$	20,250.00	NO BID		
JLG 1200S Diesel Powered Boom Lift or Equiv.					
RENT					
Daily	\$	1,400.00	NO BID		
Weekly	\$	3,575.00	NO BID		
Monthly	\$	7,250.00	NO BID		
Three Months	\$	21,750.00	NO BID		
Six Months	\$	43,500.00	NO BID		

2025-517

CONTRACT NUMBER
UE26-10-37

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/26/2025

		Altorfer Inc. Springfield, IL	Luby Equipment LLC Springfield, IL		
IX. Air Compressors					
<u>Equipment Type/Model</u>					
Diesel, 1,600 CFM, 150 psi or Equiv.					
RENT					
Daily		NO BID	NO BID		
Weekly		NO BID	NO BID		
Monthly		NO BID	NO BID		
Three Months		NO BID	NO BID		
Six Months		NO BID	NO BID		
<u>Equipment Type/Model</u>					
Diesel, Instrument Quality, 160-190 CFM, 120 psi or Equiv.					
RENT					
Daily		\$ 250.00	NO BID		
Weekly		\$ 500.00	NO BID		
Monthly		\$ 800.00	NO BID		
Three Months		\$ 2,400.00	NO BID		
Six Months		\$ 4,800.00	NO BID		
<u>Equipment Type/Model</u>					
Electric, 440 CFM, 140 psi or Equiv.					
RENT					
Daily		NO BID	NO BID		
Weekly		NO BID	NO BID		
Monthly		NO BID	NO BID		
Three Months		NO BID	NO BID		
Six Months		NO BID	NO BID		

2025-517

2025-517

CONTRACT NUMBER
UE26-10-37

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/26/2025

Equipment Type/Model	Altorfer Inc. Springfield, IL	Luby Equipment LLC Springfield, IL
<u>I.MINI EXCAVATORS</u>		
Bobcat E26 or equivalent		
RENT		
Daily	\$ 475.00	\$ 280.00
Weekly	\$ 1,175.00	\$ 840.00
Monthly	\$ 2,790.00	\$ 2,440.00
Three Months	\$ 8,370.00	\$ 7,320.00
Six Months	\$ 16,740.00	\$ 13,920.00
<u>Equipment Type/Model</u>		
Bobcat E50 or equivalent		
RENT		
Daily	\$ 565.00	\$ 300.00
Weekly	\$ 1,450.00	\$ 910.00
Monthly	\$ 3,425.00	\$ 2,680.00
Three Months	\$ 10,275.00	\$ 8,040.00
Six Months	\$ 20,550.00	\$ 15,270.00
<u>Equipment Type/Model</u>		
John Deere 75D or equiv.		
RENT		
Daily	\$ 675.00	\$ 415.00
Weekly	\$ 1,890.00	\$ 1,265.00
Monthly	\$ 4,950.00	\$ 3,745.00
Three Months	\$ 14,850.00	\$ 11,235.00
Six Months	\$ 29,700.00	\$ 21,330.00

2025-517

CONTRACT NUMBER
UE26-10-37

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/26/2025

		Altorfer Inc. Springfield, IL	Luby Equipment LLC Springfield, IL		
II. Skid Steer-Track Loader					
<u>Equipment Type/Model</u>					
Bobcat T590 or Equivalent					
RENT					
Daily	\$	475.00	\$	290.00	
Weekly	\$	1,330.00	\$	865.00	
Monthly	\$	3,200.00	\$	2,470.00	
Three Months	\$	9,600.00	\$	7,410.00	
Six Months	\$	19,200.00	\$	14,070.00	
III. Trencher with Backhoe					
<u>Equipment Type/Model</u>					
Vermeer RT650 or Equivalent					
RENT					
Daily	\$	540.00		NO BID	
Weekly	\$	1,450.00		NO BID	
Monthly	\$	3,280.00		NO BID	
Three Months	\$	9,840.00		NO BID	
Six Months	\$	19,680.00		NO BID	
IV. Boring Machine with Trailer Mixer and Locator					
<u>Equipment Type/Model</u>					
Vermeer D20x22 or Equivalent					
RENT					
Daily		NO BID		NO BID	
Weekly		NO BID		NO BID	
Monthly		NO BID		NO BID	
Three Months		NO BID		NO BID	
Six Months		NO BID		NO BID	

2025-517

CONTRACT NUMBER
UE26-10-37

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/26/2025

Equipment Type/Model	Altorfer, Inc. Springfield, IL	Luby Equipment, LLC Springfield, IL
V. Trucks		
Digger Derrick, Sheave Height 47 Feet		
RENT		
Daily	NO BID	NO BID
Weekly	NO BID	NO BID
Monthly	NO BID	NO BID
Three Months	NO BID	NO BID
Six Months	NO BID	NO BID
Digger Derrick, Sheave Height 50 Feet		
RENT		
Daily	NO BID	NO BID
Weekly	NO BID	NO BID
Monthly	NO BID	NO BID
Three Months	NO BID	NO BID
Six Months	NO BID	NO BID
Digger Derrick, Sheave Height 55 Feet		
RENT		
Daily	NO BID	NO BID
Weekly	NO BID	NO BID
Monthly	NO BID	NO BID
Three Months	NO BID	NO BID
Six Months	NO BID	NO BID

CONTRACT NUMBER
UE26-10-37

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/26/2025

Equipment Type/Model	Client	Location	Equipment	Company
V. Trucks				
Bucket Truck, 35'-45' Reach	Altorfer, Inc.	Springfield, IL	Subby Equipment, LLC	Springfield, IL
RENT				
Daily	NO BID		NO BID	
Weekly	NO BID		NO BID	
Monthly	NO BID		NO BID	
Three Months	NO BID		NO BID	
Six Months	NO BID		NO BID	
Bucket Truck, 55'-65' Reach				
RENT				
Daily	NO BID		NO BID	
Weekly	NO BID		NO BID	
Monthly	NO BID		NO BID	
Three Months	NO BID		NO BID	
Six Months	NO BID		NO BID	
Bucket Truck, 75'-95' Reach				
RENT				
Daily	NO BID		NO BID	
Weekly	NO BID		NO BID	
Monthly	NO BID		NO BID	
Three Months	NO BID		NO BID	
Six Months	NO BID		NO BID	
Bucket Truck, 100'-125' Reach				
RENT				
Daily	NO BID		NO BID	
Weekly	NO BID		NO BID	
Monthly	NO BID		NO BID	
Three Months	NO BID		NO BID	
Six Months	NO BID		NO BID	

2025-517

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: UE26-10-37

CONTRACT NAME: Rental of Heavy Equipment

NAME OF BIDDER: Luby Equipment LLC

ADDRESS OF BIDDER: 4375 Camp Butler Road, Springfield, IL 62707

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: UE26-10-37

CONTRACT NAME: Rental of Heavy Equipment

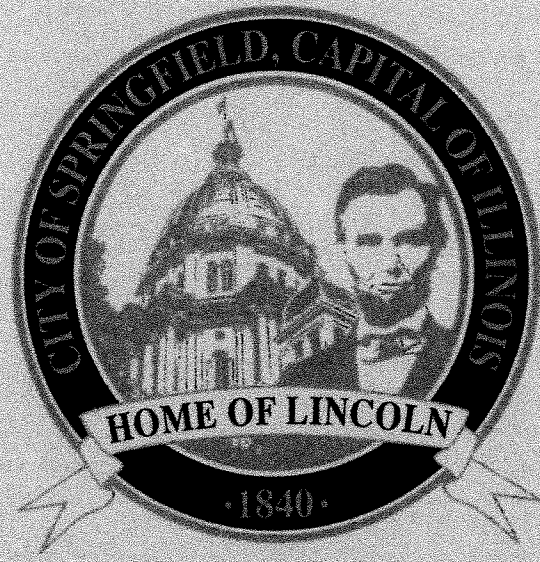
NAME OF BIDDER: Altorfer, Inc.

ADDRESS OF BIDDER: 4949 International Parkway, Springfield, IL 62711

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: UE26-10-37

CONTRACT NAME: Rental of Heavy Equipment

NAME OF BIDDER: Altorfer, Inc.

ADDRESS OF BIDDER: 4949 International Parkway, Springfield, IL 62711

File Number

1196-706-0



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

ALTORFER INC., INCORPORATED IN IOWA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON FEBRUARY 13, 1958, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS 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 19TH day of NOVEMBER A.D. 2025 .

Authentication #: 2532302420 verifiable until 11/19/2026
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
SECRETARY OF STATE

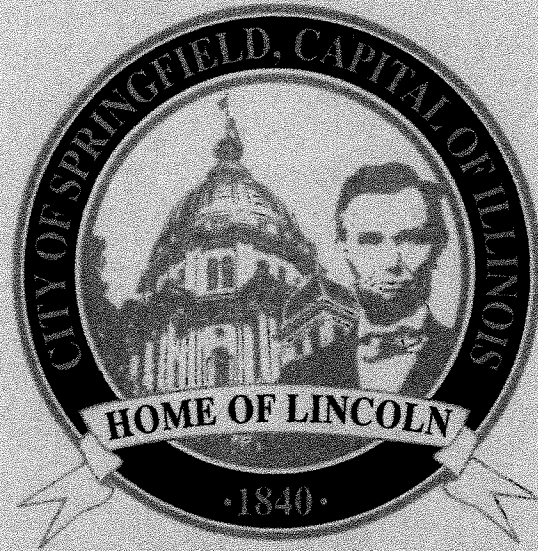
2025-517

Agenda No. _____

Ordinance No. _____

CITY OF

Springfield ILLINOIS



CONTRACT BOOK

SECTION I -- INTRODUCTION
SECTION II -- INSTRUCTIONS TO BIDDERS
SECTION III -- SCOPE OF CONTRACT
SECTION IV -- TERMS & CONDITIONS

SECTION V: -- PRICING
SECTION VI: -- CERTIFICATIONS
SECTION VII: -- ADDENDA
SECTION VIII: -- CONTRACT

MISTY BUSCHER, MAYOR

CONTRACT INDEX NO: UE26-10-37

CONTRACT NAME: Rental of Heavy Equipment

NAME OF BIDDER: Luby Equipment LLC

ADDRESS OF BIDDER: 4375 Camp Butler Road, Springfield, IL 62707

2025-517

STATE OF MISSOURI



Denny Hoskins
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

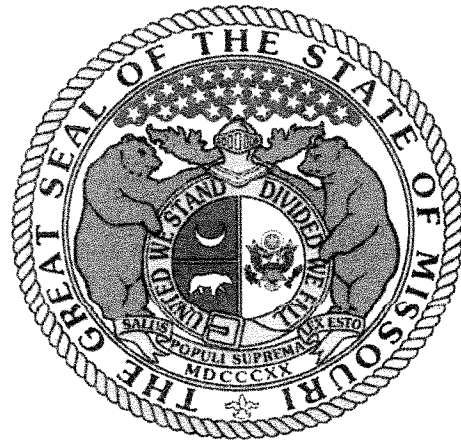
I, DENNY HOSKINS, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

LUBY EQUIPMENT, LLC
LC014596636

was created under the laws of this State on the 17th day of December, 2024, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 10th day of July, 2025.

Denny Hoskins
Secretary of State



Certification Number: CERT-07102025-0153

2025-517

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/16/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x-2626

FISCAL IMPACT: 425,000.00 - total combined

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

CONTRACTOR / VENDOR NAME: 2 Vendors - see below VENDOR NO: _____

CONTRACT TERM: 1 yr. Change In Scope Yes No

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

Method of Purchase (check one)

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

Previous Ord #'s Last contract's ord.: 493-12-24

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	See below				
2					
3					
4					

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

STAFF ANALYSIS

Annual ordinance to approve bids for rental of heavy equipment for CWLP and Public Works

Vendors:
 Altorfer, Inc.
 Luby Equipment, LLC

Accounts:
 102-100-CABF-7721-1210 \$200,000 001-110-WORK-GARA-1210 \$ 75,000.00 Public Works
~~102-100-CBB-7778-1210~~ \$ 50,000 102-100- CBBA-7803-1210
 102-100-CAA-7711-1205 \$ 50,000
 102-100-CAA-7717-1205 \$ 50,000
 \$350,000 CWLP

City: Coventry Heights
 FUNDS CHECK BY: Cavanaugh, Rachel H.
Digitally signed by Cavanaugh, Rachel H. Date: 2025.11.20 12:56:31 -0500

12-02-2025
 Date: _____

DIRECTOR / SUPERVISOR: Doug Brown
Digitally signed by Doug Brown Date: 2025.11.20 12:48:43 -0500

Date: _____

CITY PURCHASING AGENT: [Signature]

Date: 12-2-2025

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

[Signature] 12/2/25
 (Director of OBM)

The information supplied on this form is not confidential information.

2025-517

AN ORDINANCE AUTHORIZING AN ADDENDUM TO A PROFESSIONAL SERVICE AGREEMENT WITH SCOTT HANAUER FOR ASSISTANCE WITHIN THE ENERGY SERVICES OFFICE AND AUTHORIZING ADDITIONAL FUNDING FOR SAID ADDENDUM IN AN AMOUNT OF \$25,000.00 FOR A TOTAL AMOUNT PAYABLE NOT TO EXCEED \$50,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the Office of Budget and Management previously approved a Professional Service Agreement (OBM Factsheet #NB25-289U) with Scott Hanauer to assistance and expertise in processing solar applications/installations and serving solar customers, train new ESO auditors in residential and commercial energy audits, provide technical assistance to customers with energy usage and bill related questions, and assistance with other ESO programs including City Lights, Helping Homes, and efficiency rebate programs, within the Office of Public Utilities, Energy Services Office ("ESO") for one (1) year in an amount not to exceed \$25,000.00, and

WHEREAS, Mr. Hanauer is a former Projects Coordinator with over thirty-five years of experience at the Office of Public Utilities. There is a continued need within the ESO for his experience and expertise with the above-mentioned duties, and

WHEREAS, this Ordinance authorizes Addendum I to the agreement. It will increase the number of hours by an additional 500 and increase the funding by \$25,000.00, for a total amount not to exceed \$50,000.00.

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 Addendum I to the agreement and the additional expenditure in an amount not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00) for a Professional Service Agreement with Scott Hanauer to provide assistance and expertise in processing solar applications/installations and serving solar customers, train new ESO auditors in residential and commercial energy audits, provide technical assistance to customers with energy usage and bill related questions, and assistance with other ESO programs including City Lights, Helping Homes, and efficiency rebate programs within the Office of Public Utilities.

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

Section 3. The payment to Scott Hanauer for the total maximum amount of Fifty Thousand Dollars and No Cents (\$50,000.00) from Account No. 102-100-CB-7760-1218 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:

 12-10-25
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 NAME: Scott Hanauer
CONTRACT AMOUNT: \$25,000.00 / Grand total \$50,000.00
TYPE OF AWARD: Professional Contract – extension (addendum) & additional funding

PRIOR ORDINANCE INFORMATION:

OBM Fact Sheet, NB25-289U, Scott Hanauer, 1 yr., 500 hours, \$25,000.00, Professional Service Agreement, Approved October 2024.

INFORMATION:

This Ordinance authorizes Addendum I to a contract and additional funding in an amount not to exceed \$25,000.00 with Scott Hanauer to provide to assistance and expertise in processing solar applications/installations and serving solar customers, train new ESO auditors in residential and commercial energy audits, provide technical assistance to customers with energy usage and bill related questions, and assistance with other ESO programs including City Lights, Helping Homes, and efficiency rebate programs within the Office of Public Utilities, Energy Services Office for a grand total not to exceed \$50,000.00.

Previously, an OBM Factsheet (contract number NB25-289U) authorized a Professional Service Agreement with Mr. Hanauer in the amount not to exceed \$25,000.00 for a one-year term (October 7, 2024 – October 6, 2025). This Ordinance will increase the number of hours by an additional 500 hours and increase the agreement by \$25,000.00 for a total amount not to exceed \$50,000.00.

Mr. Hanauer is the former Projects Coordinator with over thirty-five years of experience with the City of Springfield. He retired from the Energy Services Office in January 2022.

ADDENDUM I
TO
CONTRACTUAL SERVICES AGREEMENT WITH KAREN JENNINGS

The City of Springfield, Illinois ("City") and Scott Hanauer ("Contractor"), pursuant to the Contractual Services Agreement executed _____ (the "Agreement"), agree to change the following provision:

SECTION III

Contract Price

The City shall pay Contractor at the rate of \$50.00 per hour for actual hours worked with a limit of \$25,000.00 (500 hours) total during the contract period for the Services. The City shall pay Contractor on a biweekly basis. All hours worked must be invoiced by Contractor and submitted to the Office of Budget and Management for approval prior to payment. This Agreement does not authorize an expenditure of City funds in excess of \$25,000.00 (500 hours) unless the City Council or the Director of Office of Budget and Management, as required by the 1988 City of Springfield Code of Ordinances, as amended, specifically approves an additional expenditure. Contractor agrees and acknowledges that absent such prior approval he proceeds at his own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council or Director as required.

All other terms and conditions of the Agreement remain unchanged and unaffected.

This Addendum I is only a revision and not a novation. Except as provided herein, all of the terms and conditions of the Agreement shall remain in full effect.

In witness whereof, the parties hereunto set their hands and seals, on the day and in the year written below.

CITY OF SPRINGFIELD, ILLINOIS

Misty Buscher, Mayor *GEM*

Date

R. Sauer

Scott Hanauer

11/18/25

Date

2025-518

- CONTRACTS BETWEEN \$5,000 AND \$15,000
- CONTRACTS \$50,000 AND UNDER
- PROFESSIONAL SERVICE CONTRACTS \$25,000 AND UNDER
- CONTRACT MODIFICATION WITHIN 10%
- FUNDING APPROVAL FOR MULTI-YEAR CONTRACT

ASAP
Cwlp #1742



ORIGINATOR: Rick Meadows	DATE: 9/25/2024
OFFICE REQUESTING: Electric T&D - Energy Services	CONTACT PERSON: Michelle Carlisle
TYPE OF CONTRACT: Sole Source	PHONE NUMBER: x2626
CONTRACT INDEX # : NB25-289U	FISCAL IMPACT: \$25,000.00

DESCRIPTION / JUSTIFICATION:

Agreement between the CITY OF SPRINGFIELD, IL, and Scott Hanauer for contractual services to provide assistance and expertise in processing solar applications/installations and serving solar customers. Train new ESO auditors in residential and commercial energy audits, provide technical assistance to customers with energy usage and bill related questions, and assistance with other ESO programs including City Lights, Helping Homes, and efficiency rebate programs. Mr. Hanauer retired in 2022 and was responsible for these duties during his 35 year employment at CWLP.

PLEASE LIST SUPPORTING DOCUMENTATION (I.E. CONTRACT, AGREEMENT, CHANGE ORDER, BID BOOK, ETC.)

Agreement/Contract

CONTRACTOR / VENDOR NAME: Scott Hanauer	VENDOR NO: R-001219
CONTRACT TERM: 10/7/2024 until notice of termination	CHANGE IN SCOPE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
CONTRACT AMOUNT:\$ \$25,000.00	ADDITIONAL AMOUNT: <input type="checkbox"/>
METHOD OF PURCHASE	
<input type="checkbox"/> LOW BID	<input type="checkbox"/> SOLE SOURCE
<input type="checkbox"/> ONLY BID	<input checked="" type="checkbox"/> PROFESSIONAL SERVICE
<input type="checkbox"/> GRANT FUNDED	<input type="checkbox"/> JOINT PURCHASING
<input type="checkbox"/> OTHER	<input type="checkbox"/> REQUEST FOR PROPOSAL
PREVIOUS ORDINANCE #s	
ISD APPROVAL (IF REQUIRED) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
PURCHASING AGENT APPROVAL REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

ACCOUNTING INFORMATION (IF MORE THAN FOUR ACCOUNTS, PLEASE ATTACH LIST)

FUND	AGENCY	ORG	ACTIVITY	OBJECT	AMOUNT
102	100	CB	7760	1218	\$25,000

DEPARTMENT DIRECTOR: *DR. Approved 9/25/24 E. S. C.*
Rick Meadows

FUNDS CHECKED BY: *DR. Approved by email 9/25/24 (E.S.C.)*

CITY PURCHASING AGENT: *Michelle Carlisle*

OBM DIRECTOR: *Michelle Carlisle*

DATE: 9/25/2024

DATE: 10-22-2024

COMMODITY CODE:

S:\Ordinance Fact Sheet\OBM FACT SHEET 1.doc/DLRunk

COPY

Carlisle, Michelle

From: Cavanaugh, Rachel H.
Thursday, September 26, 2024 8:31 AM
To: Carlisle, Michelle; Kerfoot, Benjamin R.; Capranica, Dakota
RE: Review / Approval - CWLP OBM - Scott Hanauer #1742
Subject: Review / Approval - CWLP OBM - Scott Hanauer #1742
Attachments: 1742 - Scott Hanauer.pdf

Approved.

Rachel Cavanaugh
Ext. 2656

From: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
Sent: Thursday, September 26, 2024 8:07 AM
To: Kerfoot, Benjamin R. <Benjamin.Kerfoot@cwlp.com>; Capranica, Dakota <Dakota.Capranica@cwlp.com>; Cavanaugh, Rachel H. <Rachel.Cavanaugh@cwlp.com>
Subject: FW: Review / Approval - CWLP OBM - Scott Hanauer #1742

For your review.

From: Brown, Doug <Doug.Brown@cwlp.com>
Sent: Thursday, September 26, 2024 8:06 AM
To: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
Subject: RE: Review / Approval - CWLP OBM - Scott Hanauer #1742

approved

Regards, Doug

Douglas A. Brown, P.E. | Chief Utility Engineer
City Water Light and Power
City of Springfield | Municipal Center East, 800 E. Monroe Street, Springfield, IL 62701
217-789-2116 ext. 2659

THE ABOVE MESSAGE, INCLUDING ANY ATTACHMENTS, IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND PROHIBITED FROM DISCLOSURE UNDER APPLICABLE LAWS. YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS E-MAIL IN ERROR, RETURN TO THE E-MAIL ADDRESS LISTED ABOVE.

From: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
Sent: Thursday, September 26, 2024 8:05 AM
To: Brown, Doug <Doug.Brown@cwlp.com>
Subject: Review / Approval - CWLP OBM - Scott Hanauer #1742

(Same info. Scott sent - just combined into 1 to make it easier)

For your review.

COPY

2025-518

COPY

From: Rogers, Scott <Scott.Rogers@cwlp.com>
Sent: Wednesday, September 25, 2024 3:09 PM
To: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
Subject: FW: Scott Hanauer Professional Service Agreement

signed

Scott M. Rogers, PE
Electric Division Manager
City Water, Light & Power
800 E. Monroe St
Springfield, IL 62701
(P) 217-789-2116, ext 2636

THE ABOVE MESSAGE, INCLUDING ANY ATTACHMENTS, IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND PROHIBITED FROM DISCLOSURE UNDER APPLICABLE LAW. YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS E-MAIL IN ERROR, RETURN TO THE E-MAIL ADDRESS LISTED ABOVE."

From: Rogers, Scott
Sent: Wednesday, September 25, 2024 2:34 PM
To: Brown, Doug <Doug.Brown@cwlp.com>
Subject: FW: Scott Hanauer Professional Service Agreement

For your review

Scott M. Rogers, PE
Electric Division Manager
City Water, Light & Power
800 E. Monroe St
Springfield, IL 62701
(P) 217-789-2116, ext 2636

THE ABOVE MESSAGE, INCLUDING ANY ATTACHMENTS, IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND PROHIBITED FROM DISCLOSURE UNDER APPLICABLE LAW. YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS E-MAIL IN ERROR, RETURN TO THE E-MAIL ADDRESS LISTED ABOVE."

From: Meadows, Rick <Rick.Meadows@cwlp.com>
Sent: Wednesday, September 25, 2024 2:31 PM
To: Rogers, Scott <Scott.Rogers@cwlp.com>
Cc: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
Subject: Scott Hanauer Professional Service Agreement

Scott,

For your review and signature.

Thanks.

Rick

2



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

MEMORANDUM

TO: Michelle Carlisle
FROM: Mike Lesko, Purchasing Agent *JML*
DATE: October 22, 2024
SUBJECT: Professional Services Determination

I have reviewed the OBM Fact Sheet to Scott Hanauer for energy services audits and assistance in an amount not to exceed \$25,000.00 for the Office of Public Utilities, Electric Services Division.

Based on the information provided, I have determined that Mr. Hanauer possesses a high 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.

COPY

COPY

CONTRACTUAL SERVICES AGREEMENT

THIS CONTRACTUAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of October 7, 2024 by and between the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), and **SCOTT HANAUER** ("Contractor").

WITNESSETH:

WHEREAS, the City desires to obtain contractual services of Contractor for work within the Office of Public Utilities utilizing Contractor's knowledge of the Energy Services Office (ESO); and

WHEREAS, the City's Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.42 pertaining to Professional Services; and

WHEREAS, Contractor possesses the necessary experience, qualifications, and expertise to provide the Services, as defined below, and is ready, willing and able to provide the Services to the City.

NOW, THEREFORE, in consideration of the aforesaid premises and the mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

SECTION I

Scope of Services

Contractor will provide assistance and expertise in processing solar applications/installations and serving solar customers, train new ESO auditors in residential and commercial energy audits, provide technical assistance to customers with energy usage and bill related questions, and assistance with other ESO programs including City Lights, Helping Homes, and efficiency rebate programs. Contractor will provide the services at such times and locations as mutually agreed to between Contractor and the Chief Utility Engineer or his Designee.

SECTION II

Term

This Agreement shall commence on October 7, 2024 and shall end on October 6, 2025. This Agreement may be extended for additional one (1) year terms upon written agreement of the parties. Notwithstanding the foregoing, any provision of this Agreement that imposes or contemplates continuing obligations on Contractor will survive the expiration or termination of this Agreement irrespective of whether this statement is repeated. Either party may terminate this agreement upon five (5) days written notice.

SECTION III

Contract Price

The City shall pay Contractor at the rate of dollars \$50.00 per hour for actual hours worked with a limit of Dollars \$25,000.00 total during the contract period for the Services. The City shall pay Contractor on a monthly basis. All hours worked must be invoiced by Contractor on an hourly basis and submitted to the Office of Public Utilities for approval prior to payment. This Agreement does not authorize an expenditure of City funds in excess of \$25,000 unless the City Council or the Director of Office of Budget and Management, as required by the 1988 City of Springfield Code of Ordinances, as amended, specifically approves an additional expenditure. Contractor agrees and acknowledges that absent such prior approval he proceeds at his own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council or Director as required.

It is expressly understood by Contractor that he shall be responsible for payment of all expenses incidental to the performance of the Services including but not limited to travel and cellular phone expenses. Contractor shall obtain and keep in full force, and at his expense, those occupational licenses, if any, necessary to perform the Services and shall otherwise meet all local, state and federal requirements, including payment of all fees and taxes required to perform such Services. Contractor shall also be responsible for payment of all employment taxes for Contractor and his employees, if any, under the law, and the City shall not withhold from Contractor's fees any amount for federal or state income taxes, FICA, or any other employment taxes or legal deductions, all of which Contractor agrees are Contractor's sole responsibility. The City shall not make premium payments or contributions for any worker's compensation or unemployment compensation benefits for Contractor or his employees, if any, payment of which shall be Contractor's sole responsibility. Contractor agrees to indemnify and hold harmless the City for his failure to pay any such employment taxes, premium payments or contributions under this Agreement and all prior contractual services agreements between City and Contractor. This paragraph shall survive expiration or termination of this Agreement.

SECTION IV

Compliance with Law

Contractor shall comply with all applicable local, state, and federal laws and regulations while performing the Services.

SECTION V

Relationship

The performance of Contractor's services hereunder shall be in the capacity of an independent contractor and not an officer, agent, partner, or employee of, or joint venturer with, the City. Contractor and his employees, if any, shall not be deemed and shall not hold themselves out to be the City's employees, agents, or servants. Contractor shall have no right, power, or authority to create any contract or obligation on behalf of, or binding upon, the City without the City's prior written consent.

The City shall not have and shall not exercise primary control or discretion over the manner or methods by which Contractor performs his duties under this Agreement; however, Contractor agrees to perform the services at all times in accordance with the standards and practices established by the City, and Contractor agrees to comply with all federal, state and local laws, codes, and regulations.

Contractor hereby acknowledges that he: (i) has no personal or financial interest in the Services other than the fee he is to receive under this Agreement; (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services; and (iii) does not and will not employ or engage any person with a personal or financial interest in any part of the Services.

It is further understood by the parties that Contractor and his employees, if any, are not "employees" of the City within the meaning of the Illinois Municipal Retirement System requirements.

It is also understood by the parties that Contractor and his employees, if any, are not "employees" of the City within the meaning of Chapter 36 of the 1988 City Code of Ordinances, as amended, pertaining to "Employment Policies" and such policies and benefits thereunder do not pertain to Contractor or his employees, if any.

COPY

2025-518

COPY

SECTION VI
Records

Contractor agrees to keep and maintain proper books of record and supporting documentation to verify the compensation received and the fulfillment of all applicable requirements herein. These books and documents shall be available at all reasonable times for examination by the City with respect to the Services.

SECTION VII
Ownership and Confidentiality of Documents

All documents, reports, data and other material collected or prepared by Contractor pursuant to this Agreement, both originals and copies, shall be the property of the City. All such documents, reports and materials collected or prepared by Contractor, including any as may have been furnished to Contractor by the City or any member thereof, shall be confidential and shall not be used by Contractor or made available to any other entity or person except upon the prior written consent of the City or except as may be necessary to perform the Services or as required under the law.

SECTION VIII
Applicable Law

This Agreement shall in all respects be governed by the laws of the State of Illinois. The parties voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and Contractor. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section with any court as written evidence of the consents, waivers and agreements of the parties set forth in this Section.

SECTION IX
Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted three (3) days after their deposit in the United States mail, postage prepaid.

If to City:
Office of Public Utilities
Doug Brown
300 S. 7th Street, Room 101
Springfield, Illinois 62707

If to Contractor:
Scott Hanauer
3336 Winch Road
Springfield, IL 62707

SECTION X
Miscellaneous

1. This Agreement is not intended to benefit any third party.
2. The City expressly reserves the right to engage the services of any other contractor at all times.
3. This Agreement shall not be assigned by either party without the prior written consent of the other party. No part of the Services shall be subcontracted without written approval of the City.
4. It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law.
5. Time is of the essence of this Agreement.
6. No waiver by the City at any time of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or other terms or conditions or of any timely performance of such terms and conditions.
7. Contractor certifies that he: (i) 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 Section 33E-3 or 33E-4 of the Illinois Criminal Code; (ii) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; (iii) provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 380/1, et seq.; and (iv) will comply with the nondiscrimination provisions of all applicable laws, including Chapter 93 of the 1988 City of the City Code of Ordinances, as amended.

SECTION XI
Entire Agreement

No amendment, alteration, modification or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof, and supersedes any and all prior agreements, understandings, representations and discussions between the parties.

Any provision of this Agreement held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the date first written above.

CITY OF SPRINGFIELD, ILLINOIS

Ramona Metzger
Ramona M. Metzger, OBM Director

Date: 10/22/24

Scott Hanauer
Scott Hanauer

Date: 9/27/2024

COPY

ORDINANCE FACT SHEET

DATE OF 1st READING: 12-16-25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x-2626

FISCAL IMPACT: \$25,000.00

SUGGESTED TITLE: Authorize agreement / for (services) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Scott Hanuaer VENDOR NO: R-001219

CONTRACT TERM: 500 additional hours Change in Scope Yes [] No [x]

CONTRACT AMOUNT: \$25,000.00 (Original amount if change order) Change-Order # Additional Amount \$25,000.00

Method of Purchase (check one)

- Low Bid [] Other: []
Low Bid Meeting Specs [] Exception: Prof. Serv. [x]
Low Evaluated Bid [] Code Provision: 38.42 []

Previous Ord #'s (OBM #NB25-289U)

Is Purchasing Agent approval required? No [] Yes [x]
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: 102, 100, CB, 7760, 1218, 25,000.00. Rows 2-4.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Addendum 1, OBM Fact Sheet NB25-289U

STAFF ANALYSIS

Increase to OBM Fact Sheet NB25-289U - Professional Service Agreement with former employee to provide assistance with the job duties associated with the Energy Services Division of CWLP/T&D.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2025.12.01 10:16:20 -06'00' Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.11.26 12:51:06 -06'00' Date: _____

CITY PURCHASING AGENT: Peters, James W. Digitally signed by Peters, James W. Date: 2025.12.01 10:39:30 -06'00' Date: _____

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

Egizii, Jeff Digitally signed by Egizii, Jeff Date: 2025.12.01 12:55:02 -06'00' (Director of OBM)

AN ORDINANCE AUTHORIZING ADDENDUM II TO A PROFESSIONAL SERVICE AGREEMENT WITH MIKE CANAVAN FOR EMPLOYEE TRAINING, SOFTWARE MAINTENANCE, AND ASSISTANCE WITH THE ERP UPGRADE AND AUTHORIZING ADDITIONAL FUNDING FOR SAID ADDENDUM IN AN AMOUNT OF \$16,000.00 FOR A TOTAL AMOUNT PAYABLE NOT TO EXCEED \$64,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the Office of Budget and Management previously approved a Professional Service Agreement (OBM NB25-172U) with Mike Canavan to provide employee training and software maintenance, within the Office of Public Utilities and the Office of Budget and Management for the number of hours not to exceed 300 and in an amount not to exceed \$24,000.00, and

WHEREAS, Ordinance No. 127-03-25, authorized Addendum I for an extension and additional funding in an amount of \$24,000.00 for a total of \$48,000.00, and

WHEREAS, there continues to be the need for Mr. Canavan's assistance with employee training, software maintenance, and assistance associated with the ERP upgrade, and

WHEREAS, this Ordinance authorizes Addendum II to the contract and authorizes additional funding. It will increase the number of hours by an additional 200 hours, for a total not to exceed 800 hours and to increase the funding for this agreement by \$16,000.00, for a grand total amount not to exceed \$64,000.00.

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 Addendum II to the agreement and the additional expenditure in an amount not to exceed Sixteen Thousand Dollars and No Cents (\$16,000.00) for a Professional Service Agreement with Mike Canavan to provide assistance with employee training, software maintenance, and assistance associated with the ERP upgrade within the Office of Public Utilities and the Office of Budget and Management.

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

Section 3. The payment to Mike Canavan for the total maximum amount of Sixty-Four Thousand Dollars and No Cents (\$64,000.00) from Account Nos. 101-300-KB-6278-1215 and 102-300-KB-7881-1215 is hereby authorized, approved, and directed.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 12-10-20

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: Mike Canavan
CONTRACT AMOUNT: \$16,000.00 / Grand total \$64,000.00
TYPE OF AWARD: Professional Contract – extension (addendum 2) & additional funding

PRIOR ORDINANCE INFORMATION:

OBM Fact Sheet, NB25-172U, Mike Canavan, 300 hours, \$24,000.00, Professional Service Agreement, Approved 7/18/24, Ord.127-03-25, additional 300 hours and an additional \$24,000.00

INFORMATION:

This Ordinance authorizes Addendum II to a contract and authorizes additional funding in an amount not to exceed \$16,000.00 with Mike Canavan to provide assistance with employee training, software maintenance, and assistance associated with the ERP upgrade within the Office of Public Utilities and the Office of Budget and Management for a grand total not to exceed \$64,000.00.

Previously, an OBM Fact Sheet (contract number NB25-172U) authorized a professional service agreement with Mr. Canavan in the amount not to exceed \$24,000.00 for 300 hours or less. Ordinance 127-03-25 authorized an extension and additional 300 hours in the amount of \$24,000.00. This Ordinance will increase the number of hours by 200 in an amount not to exceed 800 hours and increase the agreement by \$16,000.00 for a total amount not to exceed \$64,000.00.

Mr. Canavan is the former ERP Manager with over twenty-eight years of experience with the City of Springfield. He retired from the ISD Department in January 2024.

ADDENDUM II
TO
CONTRACTUAL SERVICES AGREEMENT WITH MIKE CANAVAN

The City of Springfield, Illinois (“City”) and Mike Canavan (“Contractor”), pursuant to the Contractual Services Agreement executed August 05, 2024 (the “Agreement”), agree to change the following provision:

SECTION III

Contract Price

The City shall pay Contractor at the rate of \$80.00 per hour for actual hours worked with a limit of ~~\$24,000~~ ~~\$48,000.00~~ ~~\$64,000.00~~ (800 hours) total during the contract period for the Services. The City shall pay Contractor on a biweekly basis. All hours worked must be invoiced by Contractor and submitted to the Office of Budget and Management for approval prior to payment. This Agreement does not authorize an expenditure of City funds in excess of ~~\$24,000~~ ~~\$48,000.00~~ ~~\$64,000.00~~ (800 hours) unless the City Council or the Director of Office of Budget and Management, as required by the 1988 City of Springfield Code of Ordinances, as amended, specifically approves an additional expenditure. Contractor agrees and acknowledges that absent such prior approval he proceeds at his own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council or Director as required.

All other terms and conditions of the Agreement remain unchanged and unaffected.

This Addendum I is only a revision and not a novation. Except as provided herein, all of the terms and conditions of the Agreement shall remain in full effect.

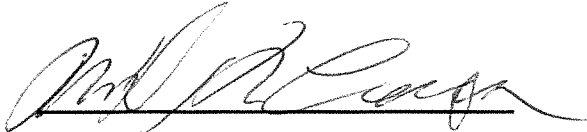
In witness whereof, the parties hereunto set their hands and seals, on the day and in the year written below.

CITY OF SPRINGFIELD, ILLINOIS

Misty Buscher, Mayor *GEM*

Date

MIKE CANAVAN



12-4-2025

Date

2025-519

COPY

2025-098

127-03-25

ORDINANCE FACT SHEET DATE OF 1st READING: 03-04-25
CONTACT PERSON: Michelle Carlisle
PHONE NUMBER: x-2626

OFFICE REQUESTING: Office of Public Utilities

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

FISCAL IMPACT: \$24,000.00

SUGGESTED TITLE: Authorize agreement / for (services) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Mike Canavan VENDOR NO: VC00000002946

CONTRACT TERM: 300 additional hours Change in Scope Yes No

CONTRACT AMOUNT: \$24,000.00 (Original amount / change-order) Additional Amount

Method of Purchase (check one)

Low Bid Other: Prof. Serv.
 Low Bid Meeting Specs Exception: Code Provision: 38.42
 Low Evaluated Bid

Previous Ord # (OBM #NB25-172U)

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	Amount
1	101	300	
2	102	300	
3			
4			

EXPENDITURE			
Fund	Agency	Org	Amount
1	101	300	3,800.00
2	102	300	18.00
3			18.00
4			20,400.00

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

Addendum 1, OBM Fact Sheet NB25-172U

STAFF ANALYSIS

Increase to OBM Fact Sheet NB25-172U - Professional Service Agreement with former employee to provide employee training, software maintenance & assistance associated with the ERP upgrade for CWLP & OBM Departments.

FUNDS CHECK BY: Cavataugh, Rachel H. Date: 2025.03.14 10:27:23 -0900

DIRECTOR / SUPERVISOR: Doug Brown Date: 2025.03.14 08:32:42 -0500

CITY PURCHASING AGENT: Lesko, Mike Date: 2025.03.14 10:40:00 -0500

SIGN OFF: [Signature] (Mayor's Signature) GEM Metzger, Ramona M. Date: 2025.02.28 11:00:43 -0500

(Director of OBM)

The information supplied on this form is not confidential information.

2025-098

127-03-25

AN ORDINANCE AUTHORIZING AN ADDENDUM TO A PROFESSIONAL SERVICE AGREEMENT WITH MIKE CANAVAN FOR EMPLOYEE TRAINING, SOFTWARE MAINTENANCE, ASSISTANCE WITH THE ERP UPGRADE AND AUTHORIZING ADDITIONAL FUNDING FOR SAID ADDENDUM IN AN AMOUNT OF \$24,000.00 FOR A TOTAL AMOUNT PAYABLE NOT TO EXCEED \$48,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the Office of Budget and Management previously approved a Professional Service Agreement (OBM NB25-172U) with Mike Canavan to provide employee training and software maintenance, within the Office of Public Utilities and the Office of Budget and Management for the number of hours not to exceed 300 and in an amount not to exceed \$24,000.00, and

WHEREAS, there continues to be the need for Mr. Canavan's assistance with employee training, software maintenance, and assistance associated with the ERP upgrade, and

WHEREAS, This Ordinance authorizes Addendum 1 to the contract and authorizes additional funding. It will increase the number of hours not to exceed 600 and increase the funding for this agreement by \$24,000.00, for a total amount not to exceed \$48,000.00.

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 Addendum 1 to the agreement and the additional expenditure in an amount not to exceed Twenty-Four Thousand Dollars and No Cents (\$24,000.00) for a Professional Service Agreement with Mike Canavan to provide assistance with employee training, software maintenance, and assistance associated with the ERP upgrade within the Office of Public Utilities and the Office of Budget and Management.

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

Section 3. The payment to Mike Canavan for the total maximum amount of Forty-Eight Thousand Dollars and No Cents (\$48,000.00) from Account Nos. 101-300-KB-6278-1215 and 102-300-KB-7881-1215 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 18, 2025 SIGNED: March 20, 2025
RECORDED: March 21, 2025 ATTEST: [Signature] MAYOR

Approved as to legal efficiency: [Signature] 2-27-25
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

2025-098

127-03-25

COPY

2025-519

COPY

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Mike Canavan
CONTRACT AMOUNT: \$24,000.00 / Grand total \$48,000.00
TYPE OF AWARD: Professional Contract – extension (addendum) & additional funding

PRIOR ORDINANCE INFORMATION:

OBM Fact Sheet, NB25-172U, Mike Canavan, 300 hours, \$24,000.00, Professional Service Agreement, Approved 7/18/24.

INFORMATION:

This Ordinance authorizes Addendum I to a contract and additional funding in an amount not to exceed \$24,000.00 with Mike Canavan to provide assistance with employee training, software maintenance, and assistance associated with the ERP upgrade within the Office of Public Utilities and the Office of Budget and Management for a grand total not to exceed \$48,000.00.

Previously, an OBM (contract number NB25-172U) authorized a professional service agreement with Mr. Canavan in the amount not to exceed \$24,000.00 for 300 hours or less. This Ordinance will increase the number of hours not to exceed 600 hours and increase the agreement by \$24,000.00 for a total amount not to exceed \$48,000.00.

Mr. Canavan is the former ERP Manager with over twenty-eight years of experience with the City of Springfield. He retired from the ISD Department in January 2024.

ADDENDUM I
TO
CONTRACTUAL SERVICES AGREEMENT WITH MIKE CANAVAN

The City of Springfield, Illinois ("City") and Mike Canavan ("Contractor"), pursuant to the Contractual Services Agreement executed August 05, 2024 (the "Agreement"), agree to change the following provision:

SECTION III
Contract Price

The City shall pay Contractor at the rate of \$80.00 per hour for actual hours worked with a limit of ~~\$24,000.00~~ \$48,000.00 (600 hours) total during the contract period for the services. For convenience only, the City shall pay Contractor on a biweekly basis for hours worked during the preceding two week period. All hours worked must be invoiced by Contractor and submitted to the Finance Director of the Office of Public Utilities of the City of Springfield for approval prior to payment. This Agreement does not authorize an expenditure of City funds in excess of ~~\$24,000.00~~ \$48,000.00 (600 hours) unless the City Council or the Director of Office of Budget and Management, as required by the 1988 City of Springfield Code of Ordinances, as amended, specifically approves an additional expenditure. Contractor agrees and acknowledges that absent such prior approval he proceeds at his own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council or Director as required.

All other terms and conditions of the Agreement remain unchanged and unaffected.

This Addendum I is only a revision and not a novation. Except as provided herein, all of the terms and conditions of the Agreement shall remain in full effect.

In witness whereof, the parties hereunto set their hands and seals, on the day and in the year written below.

CITY OF SPRINGFIELD, ILLINOIS


Misty Bugher, Mayor


Date


Mike Canavan


Date

2025-098

2025-098

127-03-25

127-03-25

COPY

2025-519

COPY

- CONTRACTS BETWEEN \$5,000 AND \$15,000
- CONTRACTS \$50,000 AND UNDER
- PROFESSIONAL SERVICE CONTRACTS \$25,000 AND UNDER
- CONTRACT MODIFICATION WITHIN 10%
- FUNDING APPROVAL FOR MULTI-YEAR CONTRACT



Comp #1696

ORIGINATOR: Jaime Shobe	DATE: 7/18/24
OFFICE REQUESTING: Office of Public Utilities	CONTACT PERSON: Michelle Carlisle
TYPE OF CONTRACT: Professional Service	PHONE NUMBER: 789-2116 x2626
CONTRACT INDEX #: NB25-17211	FISCAL IMPACT: 24,000.00

DESCRIPTION / JUSTIFICATION:

Professional Service Agreement with former employee - will provide employee training and software maintenance for the Office of Public Utilities and the Office of Budget and Management. Mike retired on 1/11/2024.

PLEASE LIST SUPPORTING DOCUMENTATION (I.E. CONTRACT, AGREEMENT, CHANGE ORDER, BID BOOK, ETC.)

PS Agreement

CONTRACTOR / VENDOR NAME: <i>Mike Capranica</i>		VENDOR NO:
CONTRACT TERM: August 5, 2024 less than 301 hours	CHANGE IN SCOPE:	<input type="checkbox"/> YES <input type="checkbox"/> NO
CONTRACT AMOUNT:\$ \$24,000.00	ADDITIONAL AMOUNT: \$	
METHOD OF PURCHASE		
<input type="checkbox"/> LOW BID	<input type="checkbox"/> SOLE SOURCE	PREVIOUS ORDINANCE #s
<input type="checkbox"/> ONLY BID	<input checked="" type="checkbox"/> PROFESSIONAL SERVICE	ISD APPROVAL (IF REQUIRED) <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> GRANT FUNDED	<input type="checkbox"/> JOINT PURCHASING	PURCHASING AGENT APPROVAL REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> OTHER	<input type="checkbox"/> REQUEST FOR PROPOSAL	

ACCOUNTING INFORMATION (IF MORE THAN FOUR ACCOUNTS, PLEASE ATTACH LIST)

FUND	AGENCY	ORG	ACTIVITY	OBJECT	AMOUNT
101	300	KB	6278	1215	
102	300	KB	7881	1215	

DEPARTMENT DIRECTOR: *DP Capranica* DATE: *7-18-24*

FUNDS CHECKED BY: *DP Capranica* DATE: *7-18-24*

CITY PURCHASING AGENT: *DP Capranica* DATE: *7-18-24*

OBM DIRECTOR: *J Shobe* DATE: *7/19/2024*

COMMODITY CODE:

S:\Ordinance Fact Sheet\OBM FACT SHEET 1.docx/DLRunk

Carlisle, Michelle

Capranica, Dakota
Thursday, July 18, 2024 3:02 PM
Carlisle, Michelle; Kerfoot, Benjamin R.; Cavanaugh, Rachel H.
RE: Review / Approval - CWLP OBM - M. Canavan #1696
Attachments: 1696.pdf

Approved

Douglas Capranica | Financial Analyst
City Water Light and Power
City of Springfield | Municipal Center East, 800 E. Monroe Street, Springfield, IL 62701
217-789-2116 ext. 2638 | Email: Dakota.Capranica@cwlp.com

From: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
Sent: Thursday, July 18, 2024 2:57 PM
To: Kerfoot, Benjamin R. <Benjamin.Kerfoot@cwlp.com>; Capranica, Dakota <Dakota.Capranica@cwlp.com>; Cavanaugh, Rachel H. <Rachel.Cavanaugh@cwlp.com>
Subject: Review / Approval - CWLP OBM - M. Canavan #1696

For your review.

From: Brown, Doug <Doug.Brown@cwlp.com>
Sent: Thursday, July 18, 2024 2:28 PM
To: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
Subject: FW: CWLP work agreement

I approve.

Regards, Doug

Douglas A. Brown, P.E. | Chief Utility Engineer
City Water Light and Power
City of Springfield | Municipal Center East, 800 E. Monroe Street, Springfield, IL 62701
217-789-2116 ext. 2659

THE ABOVE MESSAGE, INCLUDING ANY ATTACHMENTS, IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND PROHIBITED FROM DISCLOSURE UNDER APPLICABLE LAW. YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS E-MAIL IN ERROR, RETURN TO THE E-MAIL ADDRESS LISTED ABOVE.

From: Shobe, Jaime <Jaime.Shobe@cwlp.com>
Sent: Thursday, July 18, 2024 2:23 PM
To: Brown, Doug <Doug.Brown@cwlp.com>
Subject: FW: CWLP work agreement

Do you want more/different detail in the description section?

Jay has some money we can shift around, but at \$24K my group can carry the bill if necessary.

COPY

COPY



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

CONTRACTUAL SERVICES AGREEMENT

THIS CONTRACTUAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of August 5, 2024 or on such date mutually agreed upon by the parties, by and between the CITY OF SPRINGFIELD, ILLINOIS, a municipal corporation (the "City"), and Mike Canavan ("Contractor")

WITNESSETH:

WHEREAS, the City desires to obtain contractual services of Contractor for work within the Office of Public Utilities, known as City Water Light & Power or CWLWP utilizing Contractor's knowledge of Information Technology resources and office operations for the City of Springfield Office of Public Utilities; CWLWP to assist in department tasks, plans, training and provide updates and recommendations to the Department and the Mayor and work on any assigned projects; and

WHEREAS, the City's Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.42 pertaining to Professional Services; and

WHEREAS, Contractor possesses the necessary experience, qualifications, and expertise to provide the Services, as defined below, and is ready, willing and able to provide the Services to the City NOW, THEREFORE, in consideration of the aforesaid premises and the mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows

SECTION I
Scope of Services

Contractor will provide employee training, management consulting services and, as needed, work on any assigned fiscal resources project. Contractor will provide the services at times mutually agreed to between Contractor and the Mayor of the City of Springfield or her Designee. All Services will be provided at the Office of Public Utilities, Municipal Center East and West, 300 South 7th Street, Springfield, Illinois, or at an alternative location designated by the Mayor of the City of Springfield

SECTION II
Term

This Agreement shall commence on August 5, 2024, and shall end upon written notice by City but in no event longer than 300 contract hours. Notwithstanding the foregoing, any provision of this Agreement that imposes or contemplates continuing obligations on Contractor will survive the expiration or termination of this Agreement irrespective of whether this statement is repeated. Either party may terminate this agreement upon seven (7) days written notice

SECTION III
Contract Price

The City shall pay Contractor at the rate of \$80.00 per hour for actual hours worked with a limit of \$24,000.00 total during the contract period for the Services. For convenience only, the City shall pay Contractor on a biweekly basis for hours worked during the preceding two week period. All hours worked must be invoiced by Contractor and submitted to the Finance Director of the Office of Public Utilities of the City of Springfield for approval prior to payment. This Agreement does not authorize an expenditure of City funds in excess of \$24,000 unless the City Council or the Director of Office of Budget and Management, as required by the 1988 City of Springfield Code of Ordinances, as amended, specifically approves an additional expenditure. Contractor agrees and acknowledges that absent such prior approval he proceeds at his own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council or Director as required

MEMORANDUM

TO: Michelle Carlisle
FROM: Anthony Quinones – Central Purchasing
DATE: July 19, 2024
SUBJECT: Professional Services Determination

I have reviewed the OBM Fact Sheet to Mike Canavan for PSA - Employee Training and Software Maintenance for OBM and CWLWP in an amount not to exceed \$24,000.00 for CWLWP – 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.

COPY



COPY

It is expressly understood by Contractor that she shall be responsible for payment of all expenses incidental to the performance of the Services including, but not limited to travel and cellular phone expenses. Contractor shall obtain and keep in full force, and at this expense, those occupational licenses, if any, necessary to perform the Services and shall otherwise meet all local, state and federal requirements, including payment of all fees and taxes required to perform such Services. Contractor shall also be responsible for payment of all employment taxes for Contractor and his employees, if any, under the law, and the City shall not withhold from Contractor's fees any amount for federal or state income taxes, FICA, or any other employment taxes or legal deductions, all of which Contractor agrees are Contractor's sole responsibility. The City shall not make premium payments or contributions for any worker's compensation or unemployment compensation benefits for Contractor or his employees, if any, payment of which shall be Contractor's sole responsibility. Contractor agrees to indemnify and hold harmless the City for his failure to pay any such employment taxes, premium payments or contributions under this Agreement and all prior contractual services agreements between City and Contractor. This paragraph shall survive expiration or termination of this Agreement.

SECTION IV
Compliance with Law

Contractor shall comply with all applicable local, state, and federal laws and regulations while performing the Services.

SECTION V
Relationship

The performance of Contractor's services hereunder shall be in the capacity of an independent contractor and not an officer, agent, partner, or employee of, or joint venture with, the City. Contractor and his employees, if any, shall not be deemed and shall not hold themselves out to be the City's employees, agents, or servants. Contractor shall have no right, power, or authority to create any contract or obligation on behalf of, or binding upon, the City without the City's prior written consent.

The City shall not have and shall not exercise primary control or discretion over the manner or methods by which Contractor performs his duties under this Agreement; however, Contractor agrees to perform the services at all times in accordance with the standards and practices established by the City, and Contractor agrees to comply with all federal, state and local laws, codes, and regulations.

Contractor hereby acknowledges that she: (i) has no personal or financial interest in the Services other than the fee he is to receive under this Agreement; (ii) shall not acquire, any such interest, direct or indirect, which would conflict in any manner with the performance of the Services; and (iii) does not and will not employ or engage any person with a personal or financial interest in any part of the Services.

It is further understood by the parties that Contractor and his employees, if any, are not "employees" of the City within the meaning of the Illinois Municipal Retirement System requirements.

It is also understood by the parties that Contractor and his employees, if any, are not "employees" of the City within the meaning of Chapter 36 of the 1988 City Code of Ordinances, as amended, pertaining to "Employment Policies" and such policies and benefits thereunder do not pertain to Contractor or his employees, if any.

SECTION VI
Records

Contractor agrees to keep and maintain proper books of record and supporting documentation to verify the compensation received and the fulfillment of all applicable requirements herein. These books and documents shall be available at all reasonable times for examination by the City with respect to the Services.

SECTION VII

COPY

Ownership and Confidentiality of Documents

All documents, reports, data and other material collected or prepared by Contractor pursuant to this Agreement, both originals and copies, shall be the property of the City. All such documents, reports and materials collected or prepared by Contractor, including any as may have been furnished to Contractor by the City or any member thereof, shall be confidential and shall not be used by Contractor or made available to any other entity or person except upon the prior written consent of the City or except as may be necessary to perform the Services or as required under the law.

SECTION VIII
Applicable Law

This Agreement shall in all respects be governed by the laws of the State of Illinois. The parties voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and Contractor. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section with any court as written evidence of the consents, waivers and agreements of the parties set forth in this Section.

SECTION IX
Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted three (3) days after their deposit in the United States mail, postage prepaid.

If to City:
City of Springfield
CWLP Finance Director
4th Floor
800 E. Monroe Street
Springfield, Illinois 62701

If to Contractor:
Mike Canavan
6940 Fringetree Way
Springfield, IL 62712

SECTION X
Notices

- 1 This Agreement is not intended to benefit any third party.
- 2 The City expressly reserves the right to engage the services of any other contractor at all times.
- 3 This Agreement shall not be assigned by either party without the prior written consent of the other party. No part of the Services shall be subcontracted without written approval of the City.
- 4 It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law.
- 5 Time is of the essence of this Agreement.
- 6 No waiver by the City at any time of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or other terms or conditions or of any timely performance of such terms and conditions.
- 7 Contractor certifies that he (i) 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 Section 33E-3 or 33E-4 of the Illinois Criminal Code; (ii) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; (iii) provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1, et seq.; and (iv) will comply with the nondiscrimination provisions of all applicable laws, including Chapter 93 of the 1988 City of the City Code of Ordinances, as amended

SECTION XI
Entire Agreement


No amendment, alteration, modification or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof, and supersedes any and all prior agreements, understandings, representations and discussions between the parties

Any provision of this Agreement held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the date first written above.

**CITY OF SPRINGFIELD, ILLINOIS, a
Municipal Corporation**


Mike Casavan

By: 
Ramona Metzger, Director
Office of Budget & Management

ORDINANCE FACT SHEET

DATE OF 1st READING: 12-16-25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x-2626

FISCAL IMPACT: \$16,000.00

SUGGESTED TITLE: Authorize agreement / for (services) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Mike Canavan VENDOR NO: VC00000002946

CONTRACT TERM: 200 additional hours Change in Scope Yes No

CONTRACT AMOUNT: \$48,000.00 \$16,000.00
(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: Prof. Serv.
- Code Provision: 38.42

Previous Ord #'s OBM #NB25-172U & 127-03-25

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	101	300	KB	6278	1215	2,400.00
2	102	300	KB	7881	1215	13,600.00
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Addendum 2, OBM Fact Sheet NB25-172U

STAFF ANALYSIS

Approving Addendum II for a Professional Service Agreement with former employee to provide employee training, software maintenance & assistance associated with the ERP upgrade for CWLP & OBM Departments; increases hours by 200, expenditure by \$16k.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.12.04 09:29:51 -06'00' Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.12.03 14:41:00 -06'00' Date: _____

CITY PURCHASING AGENT: Peters, James W. Digitally signed by Peters, James W. Date: 2025.12.04 11:58:21 -06'00' Date: _____

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

Egizii, Jeff Digitally signed by Egizii, Jeff Date: 2025.12.04 14:11:20 -06'00'
(Director of OBM)

The information supplied on this form is not confidential information.

2025-519

AN ORDINANCE AUTHORIZING A GENERATOR INTERCONNECTION AGREEMENT IN RELATION TO THE MISO ERAS PROJECT BETWEEN THE CITY OF SPRINGFIELD, LINCOLN CAPITOL LAND LLC, AND MIDCONTINENT INDEPENDENT SYSTEMS OPERATOR, INC. (MISO), FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this ordinance authorizes a Generator Interconnection Agreement (GIA) in relation to the MISO Expedited Resource Adequacy Study (ERAS) Project between the City of Springfield, Lincoln Capital Land LLC and Midcontinent Independent Systems Operator, Inc. (MISO) for the connection of a proposed solar farm to the CWLP transmission system located at the Palomino Substation, and

WHEREAS, the Federal Energy Regulatory Commission (FERC) requires transmission providers provide reliable, non-discriminatory access to the electric transmission system. This Generator Interconnection Agreement is MISO's pro forma agreement to outline terms for the connection of Lincoln Capitol Land LLC to the CWLP transmission system, and

WHEREAS, Lincoln Capitol Land LLC has proposed a 125 MW solar farm connecting to CWLP's Palomino Substation, and has entered into an agreement the City for 20 MW of energy for 20 years and all the capacity from the project for the lifetime of the project, and

WHEREAS, this connection will require upgrades to the proposed generating facility, and

WHEREAS, this agreement outlines the details on the proposed generating facility, the required transmission system upgrades to connect the proposed generating facility, the reimbursement and construction schedules for the project, and operating requirements for the solar farm, and

WHEREAS, under the ERAS program, the City has a deadline to have this agreement executed, and

WHEREAS, a copy of the GIA agreement shall be on file with the Office of the City Clerk.

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 authorizes execution of the Generator Interconnection Agreement (GIA) between City of Springfield, Lincoln Capital Land LLC and Midcontinent Independent Systems Operator, Inc. (MISO) for the connection of a proposed solar farm to the CWLP transmission system located at the Palomino Substation.

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

Section 3. All costs, including engineering, material, and construction costs for the modifications required to the CWLP transmission system, shall be paid to the City of Springfield prior to any work being performed.

Section 4. This Ordinance is being adopted pursuant to the City's home rule authority and shall be in full force and effect from and after its passage and recording with the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

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: Lincoln Capital Land LLC, and Midcontinent Independent Systems Operator, Inc. (MISO).
CONTRACT AMOUNT: \$0 cost for City / Lincoln Capital Land LLC to pay up-front
TYPE OF AWARD: Generator Interconnection Agreement

PRIOR ORDINANCE INFORMATION:

n/a.

INFORMATION:

This is a new ordinance authorizing a Generator Interconnection Agreement (GIA) in relation to the MISO Expedited Resource Adequacy Study (ERAS) Project between the City of Springfield, Lincoln Capital Land LLC, and Midcontinent Independent Systems Operator, Inc. (MISO).

The agreement details the proposed generating facility, the required transmission system upgrades to connect the proposed generating facility, the reimbursement and construction schedules for the project, and operating requirements for the solar farm.

This agreement provides for an up-front payment schedule of all costs, including engineering, material, and construction costs for the modifications required to the CWLP transmission system. No work will proceed without prior receiving payment.

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/16/2025

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

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

FISCAL IMPACT: -3,475,000.00

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

CONTRACTOR / VENDOR NAME: Lincoln Capital Land LLC & MISO VENDOR NO: -

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

CONTRACT AMOUNT: - 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 Related: 297-08-25

Is Purchasing Agent approval required? No [x] 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. Rows 1-4.

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

STAFF ANALYSIS

This is an ordinance for a Generator Interconnection Agreement between City of Springfield, Lincoln Capital Land LLC, and Midcontinent Independent System Operator, Inc (MISO).

FUNDS CHECK BY: - Date: -

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.11.26 12:47:05 -06'00' Date: -

CITY PURCHASING AGENT: - Date: -

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

[Signature] (Director of OBM)

The information supplied on this form is not confidential information.

2025-520

AN ORDINANCE AMENDING CHAPTER 50 OF THE 1988 CITY OF SPRINGFIELD
CODE OF ORDINANCES, AS AMENDED, REGARDING ELECTRIC UTILITY RATES
FOR ELECTRIC VEHICLE LEVEL 2 PUBLIC CHARGING STATIONS, RATE 75
FOR THE OFFICE OF PUBLIC UTILITIES

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, this Ordinance amends City Code Chapter 50 of the 1988 City of Springfield Code of Ordinances, as amended, regarding electric utility rates by adding provisions for establishing an Electric Vehicle Level 2 Public Charging Station Designation, Rate 75, and

WHEREAS, it is in the best interest of the City to amend Chapter 50 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: The City Council of the City of Springfield, Illinois, hereby amends Chapter 50 of the 1988 City of Springfield Code of Ordinances, as amended, outlined in Exhibit A of this Ordinance, which is attached hereto and made a part hereof.

Section 2: The City of Springfield Office of the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Section 3: This Ordinance shall become effective immediately upon its passage, publication in pamphlet form, and recording with the City of Springfield Office of the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

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: n/a
CONTRACT AMOUNT: n/a
TYPE OF AWARD: Code Amendment / inserting Ch.50.30 (n)

PRIOR ORDINANCE INFORMATION:

n/a.

INFORMATION:

This Ordinance will modify the City of Springfield, Illinois Code of Ordinances, Chapter 50. - Electric Utility, Article II. - Rate Schedules, 50.30 to add an Electric Vehicle Level 2 Public Charging Station rate. [Ch. 50.30 (n)] The rate designation will be Rate 75.

The Office of Public Utilities will soon be installing several City of Springfield Level 2 public owned charging stations. This rate will set the cost per kWh for all Level 2 City owned locations. The current rate will be set at \$0.2588/kWh and will be adjusted, if necessary, according to the formula in 50.30 (n) each March 1st.

EXHIBIT A:

§ 50.30. Rate schedules.

(a) *Residential service.* Designation: Rate 30.

- (1) Application. To all residential customers in single-dwelling units for single phase service taken through a single meter for domestic use. For multiple-unit dwellings, refer to the general terms and conditions. This schedule also includes three-phase residential service installed after January 1, 1972, will be served under subsection (c), Rate 40.
- (2) Nature of service. Alternating current, 60 cycle, single-phase 120/240 nominal volts.
- (3) Rates (monthly).
 - a. Winter (September 15 through May 14) \$0.0988 per KWH.
 - b. Summer (May 15 through September 14) \$0.1139 per KWH.
- (4) Customer charge. \$8.76 per month.
- (5) Fuel adjustment. Pursuant to the general terms and conditions.
- (6) Terms and conditions. The general terms and conditions of city water, light, and power shall apply to this schedule.

(b) *Residential service—Electric heat.* Designation: Rate 34.

- (1) Application. To all residential customers for all domestic use taken through a single meter when single-phase electric power is the primary source of energy used in heating the premises. All domestic dwelling units totally heated by electricity and serviced on Rate 50 prior to January 1, 1972, will qualify for this schedule.
- (2) Nature of service. Alternating current, 60 cycle, single phase 120/240 nominal volts.
- (3) Rates (monthly).
 - a. Winter (September 15 through May 14) \$0.0894 per KWH.
 - b. Summer (May 15 through September 14) \$0.1139 per KWH.
- (4) Customer charge. \$8.76 per month.
- (5) Fuel adjustment. Pursuant to the general terms and conditions.
- (6) General terms and conditions. The general terms and conditions of city water, light, and power shall apply to this schedule.

(c) *General service—Small.* Designation: Rate 40.

- (1) Application. To all customers for single-phase nonresidential, institutional, and commercial use, or for three-phase, residential, nonresidential, institutional, and commercial use taken through a single meter at the utility standard secondary voltage.

- (2) Nature of service.
 - a. Service will be delivered at no more than one utilization voltage, one point of delivery, and one meter; any exception to the above will be treated as supplemental facilities. Such utilization voltage may be any one of the following:
 - 1. Alternating current, 60 cycle, single-phase, 120/240 nominal volts.
 - 2. Alternating current, 60 cycle, three-phase, 120/240 nominal volts.
 - b. When available, and at the customer's request, the utility will supply the following for combined light and power:
 - 1. Alternating current, 60 cycle, three-phase, 120/208 nominal volts; or
 - 2. Alternating current, 60 cycle, three-phase, 277/480 nominal volts.
- (3) Rates (monthly).
 - a. Demand charge.
 - Winter (September 15 through May 14) \$8.45 per KW demand.
 - Summer (May 15 through September 14) \$10.22 per KW demand.
 - b. Energy charge.
 - Winter (September 15 through May 14) \$0.0959 per KWH.
 - Summer (May 15 through September 14) \$0.1044 per KWH.
 - c. Customer charge. \$17.55 per month.
- (4) Fuel adjustment. Pursuant to the general terms and conditions.
- (5) Determination of demand. City water, light, and power, at its option, may determine the customer's actual demand either by permanently installed demand instruments or by demand tests. The demand will be the highest average kilowatt demand measured in any 15-minute period during the month. The minimum demand shall be one KW.
- (6) General terms and conditions. The general terms and conditions of the city water, light, and power shall apply to this schedule.
- (d) General service—Single meter space heating. Designation: Rate 42.
 - (1) Application. To all customers taking nonresidential, institutional, and commercial service through a single meter when electric power is the primary source of energy used in heating the premises.
 - (2) Nature of service.
 - a. Service will be delivered at no more than one utilization voltage, one point of delivery, and one meter; any exception to the above will be treated as supplemental facilities. Such utilization voltage may be any one of the following:

1. Alternating current, 60 cycle, single-phase 120/240 nominal volts.
 2. Alternating current, 60 cycle, three-phase, 120/240 nominal volts.
- b. When available, and at the customer's request, the utility will supply the following for combined light and power:
1. Alternating current, 60 cycle, three-phase, 120/208 nominal volts; or
 2. Alternating current, 60 cycle, three-phase, 277/480 nominal volts.
- (3) Rates (monthly).
- a. Demand charge.

Winter (September 15 through May 14) \$8.45 per KW demand.

Summer (May 15 through September 14) \$10.97 per KW demand.
 - b. Energy charge.

Winter (September 15 through May 14) \$0.0866 per KWH.

Summer (May 15 through September 14) \$0.0938 per KWH.
 - c. Customer charge. \$22.57 per month.
- (4) Fuel adjustment. Pursuant to the general terms and conditions.
- (5) Determination of demand. City water, light, and power, at its option, may determine the customer's actual demand either by permanently installed demand instruments or by demand tests. The demand will be the highest average kilowatt demand measured in any 15-minute period during the month.
- (6) General terms and conditions. The general terms and conditions of city water, light, and power shall apply to this schedule.
- (7) Primary metering discount. 2% of total bill when city water, light, and power elects to meter at 2400 volts or above.
- (8) Transformer ownership discount. 2% of total bill when customer, with city water, light, and power approval, furnishes, installs, and maintains the transformer or transformers that reduce the voltage from 2400 volts or above to the voltage used by the customer.
- (9) Combination discount. 4% of total bill for customer who, with city water, light, and power approval, furnishes, installs, and maintains his own transformers, and city water, light, and power elects to meter at 2400 volts or above.
- (e) General service—Separate meter space heating. Designation: Rate 44.
- (1) Application.
 - a. To general service customers taking electric service under another general service schedule, this service is limited to permanently installed, separately metered electric space heating that is the primary source of heat for the space heated.

- b. When winter space heating is accomplished by heat pump equipment, summer cooling by the same equipment will be permitted on this schedule.
 - c. When winter space heating is accomplished by resistance units permanently installed and thermostatically controlled during the entire heating season, summer air conditioning will be permitted to the extent that the connected horsepower of summer air conditioning shall not exceed 70% of the kilowatts of permanently installed, automatically controlled radiant, or resistance units.
 - d. Water heating equipment may be installed under this schedule provided its electrical capacity does not exceed that of the heating system.
- (2) Nature of service.
- a. Service will be delivered at no more than one utilization voltage, one point of delivery, and one meter; any exception to the above will be treated as supplemental facilities. Such utilization voltage may be any one of the following:
 - 1. Alternating current, 60 cycle, single-phase 120/240 nominal volts.
 - 2. Alternating current, 60 cycle, three-phase, 120/240 nominal volts.
 - b. When available, and at the customer's request, the utility will supply the following for combined light and power:
 - 1. Alternating current, 60 cycle, three-phase, 120/208 nominal volts; or
 - 2. Alternating current, 60 cycle, three-phase, 277/480 nominal volts.
- (3) Rates (monthly).
- a. Energy charge.

Winter (September 15 through May 14) \$0.1042 per KWH.

Summer (May 15 through September 14) \$0.1150 per KWH.
 - b. Customer charge. \$17.55 per month.
- (4) Fuel adjustment. Pursuant to the general terms and conditions.
- (5) Primary metering discount. 2% of total bill when city water, light, and power elects to meter at 2,400 volts or above.
- (6) Transformer ownership discount. 2% of total bill when customer, with city water, light, and power approval, furnishes, installs, and maintains the transformers that reduce the voltage from 2,400 volts or above to the voltage used by the customer.
- (7) Combination discount. 4% of total bill for customer who, with city water, light, and power approval, furnishes, installs, and maintains his own transformers, and city water, light, and power elects to meter at 2,400 volts or above.
- (8) General terms and conditions. The general terms and conditions of city water, light, and power shall apply to this schedule.

- (f) General service—Medium. Designation: Rate 46.
- (1) Application. To all customers for nonresidential, institutional, and commercial use taken through a single meter at the utility standard voltage.
 - (2) Nature of service.
 - a. Service will be delivered at no more than one utilization voltage, one point of delivery, and one meter; any exception to the above will be treated as supplemental facilities. Such utilization voltages may be any one of the following:
 1. Alternating current, 60 cycle, single-phase 120/240 nominal volts.
 2. Alternating current, 60 cycle, three-phase, 120/240 nominal volts.
 - b. When available, and at customer's request, the utility will supply the following for combined light and power:
 1. Alternating current, 60 cycle, three-phase, 120/208 nominal volts; or
 2. Alternating current, 60 cycle, three-phase, 277/480 nominal volts.
 - (3) Rates (monthly).
 - a. Demand charge.

Winter (September 15 through May 14) \$11.89 per KW demand.

Summer (May 15 through September 14) \$14.01 per KW demand.
 - b. Energy charge.

Winter (September 15 through May 14) \$0.0852 per KWH.

Summer (May 15 through September 14) \$0.0936 per KWH.
 - c. Customer charge. \$230.23 per month.
 - (4) Fuel adjustment. Pursuant to the general terms and conditions.
 - (5) Determination of demand.
 - a. City water, light, and power, at its option, may determine the customer's actual demand, either by permanently installed demand instruments or by demand tests. The demand will be the highest average kilowatt demand measured in any 15-minute period during the month.
 - b. The minimum demand shall be 70 KW.
 - (6) General terms and conditions. The general terms and conditions of city water, light, and power shall apply to this schedule.
 - (7) Primary metering discount. 2% of total bill when city water, light, and power elects to meter at 2400 volts or above.

- (8) Transformer ownership discount. 2% of total bill when customer, with city water, light, and power approval, furnishes, installs, and maintains the transformer or transformers that reduce the voltage from 2,400 volts or above to the voltage used by the customer.
 - (9) Combination discount. 4% of total bill for customer who, with city water, light, and power approval, furnishes, installs, and maintains his own transformers, and city water, light, and power elects to meter at 2,400 volts or above.
- (g) General service—Large. Designation: Rate 48.
- (1) Application.
 - a. To all industrial customers taking service through a single primary meter at 4,160 or 12,470 volts and assuming a minimum demand responsibility of 2,500 KVA. City water, light, and power will own, operate, and maintain one three-phase transformer bank to serve the customer.
 - b. An industrial customer is defined as one who assembles, manufactures, or processes a product for resale from one or several parts.
 - (2) Rates (monthly).
 - a. Demand charge.
 - Winter (September 15 through May 14) \$12.63 per KVA demand.
 - Summer (May 15 through September 14) \$16.11 per KVA demand.
 - b. Energy charge.
 - Winter (September 15 through May 14) \$0.0729 per KWH.
 - Summer (May 15 through September 14) \$0.0789 per KWH.
 - c. Customer charge. \$789.67 per month.
 - d. Minimum bill. \$8,000 per month.
 - (3) Determination of demand.
 - a. The demand will be determined by suitable demand instruments and shall be the highest average kilovolt-ampere demand measured in any 15-minute period during the month.
 - b. The minimum demand shall be 2,500 KVA.
 - (4) Fuel adjustment. Pursuant to the general terms and conditions.
 - (5) General terms and conditions. The general terms and conditions of city water, light, and power shall apply to this schedule.
 - (6) The mayor and/or the general manager may negotiate an interruptible rider for any Rate 48 customer, providing that the discount does not exceed 6%.
 - (7) This discount shall be in addition to any discounts earned by the customer under the Rate 48 economic development rider.

- (h) General service—Outdoor sports lighting rate. Designation: Rate 49.
 - (1) Application. Applicable to customers within city water light and power service territory where at least 85% of the total connected load is used for outdoor sports lighting.
 - (2) Rates.
 - a. Monthly energy charge: \$0.1339 per kWh.
 - b. Monthly customer charge: \$60.00 per month for service.
 - c. Minimum bill shall be equal to the monthly customer charge.
 - (3) Fuel adjustment. Pursuant to the general terms and conditions.
 - (4) Primary metering discount. 2% of total bill when city water, light, and power elects to meter at 2,400 volts or above.
 - (5) Transformer ownership discount. 2% of total bill when customer, with city water, light, and power approval, furnishes, installs, and maintains the transformers that reduce the voltage from 2,400 volts or above to the voltage used by the customer.
 - (6) Combination discount. 4% of total bill for customer who, with city water, light, and power approval, furnishes, installs, and maintains its own transformers, and city water, light, and power elects to meter at 2,400 volts or above.
 - (7) Customers shall remain on Rate 49 for a minimum of 12 consecutive months.
 - (8) General terms and conditions. The general terms and conditions of city water, light, and power shall apply to this schedule.

- (i) General service—High load factor rate. Designation: Rate 73.
 - (1) Application.
 - a. To all high load factor customers located within the Springfield corporate limits taking service through a single primary meter at a voltage of 12.470 or greater and assuming a minimum demand responsibility of 2,500 KVA. Customer will own, operate, and maintain the required three-phase transformers) for the service.
 - b. A high load factor customer is defined as one who maintains a minimum load factor of 85% over 12 months.
 - (2) Rates (monthly).
 - a. Demand charge.
 - Winter (September 15 through May 14) \$5.85 per KVA demand.
 - Summer (May 15 through September 14) \$5.85 per KVA demand.
 - b. Energy charge.
 - Winter (September 15 through May 14) \$0.045 per KWH.

Summer (May 15 through September 14) \$0.045 per KWH.

c. Customer charge. \$1.000 per month.

(3) Determination of demand.

a. The demand will be determined by suitable demand instruments and shall be the highest average kilovolt-ampere demand measured in any 15-minute period during the month.

b. The minimum demand shall be 2.500 KVA.

(4) Fuel adjustment. Pursuant to the general terms and conditions.

(5) General terms and conditions. The general terms and conditions of city water, light, and power shall apply to this schedule.

(6) An adjustment for a low load factor shall be assessed each month as a penalty in the amount of 150% of the demand charge per KVA below the minimum KVA threshold. In the event an adjustment penalty is assessed more than two times in the same calendar year, the customer shall revert to Rate 46.

(7) Customers shall enter into a high load factor agreement with city water, light, and power prior to being placed on rate 73. The initial term of a high load factor agreement shall be a minimum of five years. The mayor shall be authorized to execute said agreement in accordance with the provisions of this section without further action by the city council.

(8) High load factor customers shall not be eligible for any other discounts, including but not limited to economic development or TIF riders.

(j) General service—State of Illinois. Designation: Rate 58.

(1) Application. To all customers taking service through a single primary meter at 4,160 to 12,470 volts and assuming a minimum demand responsibility of 2,250 KW. City water, light, and power will own, operate, and maintain one three-phase transformer bank to serve the customer.

(2) Rates (monthly).

a. Demand charge.

Winter (September 15 through May 14) \$11.50 per KW demand.

Summer (May 15 through September 14) \$14.91 per KW demand.

b. Energy charge.

Winter (September 15 through May 14) \$0.0839 per KWH.

Summer (May 15 through September 14) \$0.0912 per KWH.

c. Customer charge. \$789.67 per month.

(3) Fuel adjustment. Pursuant to the general terms and conditions.

(k) Senior citizen residential service. Designation: Rate 33

- (1) Application. Residential customers qualifying under section 50.32 in single-dwelling units for single-phase service taken through a single meter for domestic use. For multiple unit dwellings, refer to the general terms and conditions. This schedule also includes three-phase residential service installed prior to January 1, 1972. All three-phase residential service installed after January 1, 1972, will be served under subsection (c), Rate 40.
 - (2) Nature of service. Alternating current, 60 cycle, single-phase, 120/240 nominal volts.
 - (3) Rates (monthly).
 - a. Winter (September 15 through May 14) \$0.0988 per KWH.
 - b. Summer (May 15 through September 14) \$0.1139 per KWH.
 - c. The above rates shall be discounted by 10%.
 - (4) Customer charge. \$7.26 per month.
 - (5) Fuel adjustment. Pursuant to the general terms and conditions.
 - (6) Terms and conditions. The general terms and conditions of city water, light, and power shall apply to this schedule.
- (l) Senior citizen—Residential, electric heat. Designation: Rate 37.
- (1) Application. Residential customers qualifying under section 50.32 for all domestic use taken through a single meter when single-phase electric power is the primary source of energy used in heating the premises. All domestic dwelling units totally heated by electricity and serviced on Rate 50 prior to January 1, 1972, will qualify for this schedule.
 - (2) Nature of service. Alternating current, 60 cycle, single-phase, 120/240 nominal volts.
 - (3) Rates (monthly).
 - a. Winter (September 15 through May 14) \$0.0894 per KWH.
 - b. Summer (May 15 through September 14) \$0.1139 per KWH.
 - c. The above rates shall be discounted by 10%.
 - (4) Customer charge. \$7.26 per month.
 - (5) Fuel adjustment. Pursuant to the general terms and conditions.
 - (6) General terms and conditions. The general terms and conditions of city water, light, and power shall apply to this schedule.
- (m) Electric vehicle service. Designation: Rate 71.
- (1) Application. Time of use rate for residential customer use for the sole purpose of charging electric vehicles through a dedicated second meter. Service on this rate shall be taken through a separate meter.
 - (2) Nature of service.

- a. Alternating current. 60 cycle, single-phase 120/240 nominal volts; or
 - b. Alternating current. 60 cycle, single-phase 120/208 nominal volts.
- (3) Rates (monthly).
- a. Winter (September 15 through May 14):
 - (i) Mid peak (6:00 a.m. to 2:00 p.m., Monday through Sunday and holidays) per KWH charge shall be equal to the rate 30 winter energy rate.
 - (ii) On peak (2:00 p.m. to 9:00 p.m., Monday through Friday. Weekends and holidays revert to mid peak prices) per KWH charge shall be equal to the rate 30 winter energy rate.
 - (iii) Off peak (9:00 p.m. to 6:00 a.m., Monday through Sunday, including holidays) energy rate shall be 50% of the rate 30 winter energy rate.
 - b. Summer (May 15 through September 14):
 - (i) Mid peak (6:00 a.m. to 2:00 p.m., Monday through Sunday and holidays) per KWH charge shall be equal to the rate 30 summer energy rate.
 - (ii) On peak (2:00 p.m. to 9:00 p.m., Monday through Friday. Weekends and holidays revert to mid peak prices) per KWH charge shall be equal to 200% of the rate 30 summer energy rate.
 - (iii) Off peak (9:00 p.m. to 6:00 a.m., Monday through Sunday, including holidays) energy rate shall be 50% of the rate 30 summer energy rate.
- (4) Customer charge. 50% of the rate 30 customer charge.
- (5) Fuel adjustment. Pursuant to the general terms and conditions.
- (6) The general terms and conditions of CWLP shall apply to this schedule.

(n) Electric Vehicle Level 2 Public Charging Station Rate. Designation: Rate 75.

(1) Application. To all customers charging an electric vehicle utilizing City of Springfield owned Level 2 electric vehicle charging stations.

(2) Nature of service. Alternating current, 60 cycle, single-phase, 120/240 nominal volts. Point of delivery shall be all City of Springfield owned Level 2 public electric vehicle charging station locations.

(3) Rates. The kilowatt hour charge for this rate shall be the sum total of the following parameters:

Energy charge + Demand charge + Fuel Adjustment + Maintenance Fee + Vendor Fee

Each of these parameters shall be reviewed once per year and adjusted if necessary on March 1st of each calendar year.

a. Energy charge.

The energy portion of this rate per kilowatt hour shall be calculated using the weighted average of the General Service Small Rate 40 winter and summer energy charges.

$$= (8/12 * \text{Rate 40 Winter Energy charge}) + (4/12 * \text{Rate 40 Summer energy charge})$$

b. Demand charge

The demand portion of this rate converted to cents per kilowatt hour shall be calculated using the weighted average of the General Service Small Rate 40 winter and summer demand charges, the rated kilowatt output of a Level 2 charger, and an average electric vehicle charger usage of 4 hours per day.

$$= [(8/12 * \text{Rate 40 Winter demand charge}) + (4/12 * \text{Rate 40 Summer demand charge})] \times (\text{Level 2 EV charger rated KW}) / (4 \text{ hours per day} * 365 / 12) / (\text{Level 2 EV charger rated KW})$$

c. Fuel Adjustment

The fuel adjustment portion of this rate shall be the 12 month average of the fuel adjustment from March through February of the previous calendar year and shall be updated once per year. Monthly fuel adjustment numbers shall be calculated using the methodology in Section 50.19.

d. Maintenance Fee

The maintenance portion of this rate converted to cents per kilowatt hour shall be based on a projected 10 year lifespan for the EV chargers and an average yearly maintenance cost.

$$= (\text{Average Yearly Maintenance Cost} / 8760) + (\text{Replacement Cost} / 10 / 8760)$$

e. Vendor Fee

An EV charging station vendor must be utilized to process transactions and provide interactive software applications for drivers. The vendor portion of this rate converted to cents per kilowatt hour shall be the sum of the energy charge, demand charge, and fuel adjustment multiplied by the vendor processing fee percentage.

$$= (\text{Energy Charge} + \text{Demand Charge} + \text{Fuel Adjustment}) * \text{Vendor Processing Fee Percentage}$$

(4) Terms and conditions. The general terms and conditions of city water, light, and power shall apply to this schedule.

(no) Customer charge. The customer charge in all rate schedules shall be calculated by multiplying the total number of meters by the monthly customer charge rate.

(op) Energy and demand charge adjustment dates. The energy, demand and customer charges shown in subsections a. through k. l. above shall be adjusted upward as follows:

Residential Rates:	Rate 30	Rate 33	Rate 34	Rate 37
March 1, 2019				
Customer charge	PYCC + \$3.50 + CPI	PYCC + \$1.75 + CPI	PYCC + \$3.50 + CPI	PYCC + \$1.75 + CPI

General Service Rates:	Rate 40	Rate 42	Rate 44	Rate 46	Rate 48	Rate 58
March 1, 2019						
Customer charge	PYCC+\$7+CPI	PYCC+\$7+CPI	PYCC+\$7+CPI	PYCC+\$15+CPI	PYCC+\$25+CPI	PYCC+\$25+CPI
Winter energy	0.0995	0.0898	0.1081	0.0884	0.0756	0.0870
Summer energy	0.1083	0.0973	0.1193	0.0971	0.0819	0.0946

(pq) Beginning March 1, 2017, and for every March 1 thereafter, the monthly customer charges shown in subsection a. through k. and n. p. above shall be further adjusted for the change in the annual Consumer Price Index (CPI) for the Midwest Region Size Class B/C (Population 50,000 to 1,500,000) rounded to the nearest tenth of one percent. The CPI factor to be applied shall not be zero or less. The most recent calendar year annual CPI value will be compared to the prior calendar year annual CPI to determine the rate of increase on a percentage basis. The CPI Index values shall be taken from data provided by the United States Department of Labor, Bureau of Labor Statistics.

(Ord. No. 700-8-91, 8-20-91; Ord. No. 32-01-00, § 1(Exh. A), 1-18-00; Ord. No. 89-2-00, § 1(Exh. A), 2-15-00; Ord. No. 506.9.00, § 1(Exh. A), 9-5-00; Ord. No. 108-2-01, § 1(Exh. A), 2-20-10; Ord. No. 118-03-01, § 1, 3-6-01; Ord. No. 585-10-03, § 1(Exh. 1), 10-21-03; Ord. No. 484-09-04, § 1, 9-7-04; Ord. No. 670-09-05, § 1(Exh. A), 9-20-05; Ord. No. 82-12-12, § 1(Exh. A), 2-28-12; Ord. No. 332-10-15, § 1(Exh. A), 10-6-15; Ord. No. 136-04-18, § 1(Exh. A), 4-3-18; Ord. No. 180-05-18, § 1, 5-1-18; Ord. No. 285-07-18, § 1(Exh. A), 7-17-18; Ord. No. 231-05-19, § 1(Exh. A), 5-21-19)

ORDINANCE FACT SHEET

DATE OF 1st READING: 12-16-25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x-2626

FISCAL IMPACT: -

SUGGESTED TITLE: Amending City Code by adding Rate 75 / Elec. Vehicle Level 2 Public Charging Station.

CONTRACTOR / VENDOR NAME: - VENDOR NO: -

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

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: Ch. 50

Previous Ord #'s -

Is Purchasing Agent approval required? No [x] Yes []
Is Purchasing Agent approval attached? No [x] 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.)
Ex. A - Code change.

STAFF ANALYSIS

This Ordinance amends Chapter 50 by establishing an Electric Vehicle Level 2 Public Charging Stations Designation Rate 75. Ch. 50.30 (n)

FUNDS CHECK BY: -

Date: -

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown Date: 2025.12.03 09:03:13 -06'00'

Date: -

CITY PURCHASING AGENT: -

Date: -

Scott Rogers

SIGN OFF: (Mayor's Signature)

(Director of OBM)

2025-521

AN ORDINANCE ACCEPTING RFP #PW26-20 WITH LEWIS EXCAVATION AND SNOW REMOVAL, LLC TO FURNISH SUPPLEMENTAL SNOW REMOVAL SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000.00, 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, the City requested proposals pursuant to RFP #PW26-20 for supplemental snow removal services for the Office of Public Works; and

WHEREAS, Lewis Excavation and Snow Removal, LLC submitted proposals to provide these services; and

WHEREAS, it is in the best interest of the City to accept proposal RFP #PW26-20 with, and authorize payment in an amount not to exceed \$100,000.00 to Lewis Excavation and Snow Removal, LLC; and

WHEREAS, a copy of RFP #PW26-20 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 accepts RFP #PW26-20 with, and authorizes payment in an amount not to exceed \$100,000.00 to Lewis Excavation and Snow Removal, LLC to provide supplemental snow removal services for the Office of Public Works. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment for a total amount not to exceed \$100,000.00 to Lewis Excavation and Snow Removal, LLC (VC5103) from account number 001-110-WORK-GARA-1232.

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

PASSED: _____, 2025

SIGNED: _____, 2025

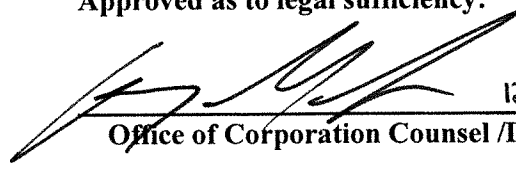
RECORDED: _____, 2025

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 12-1-25



Misty Buscher, Mayor
Dave Fuchs, Director

Phone: (217) 789-2255
Fax: (217) 789-2366

OFFICE OF PUBLIC WORKS
ROOM 201, MUNICIPAL CENTER WEST
MEMORANDUM TO FILE

November 25, 2025

RE: Supplementary Snow Removal Services

RFP PW26-20 was properly advertised in September to solicit proposals from contractors for supplementary snow removal services along various outlying routes within the city of Springfield. A total of fifteen (14) snow routes were advertised to solicit equipment rates and estimated timeframes for route clearance. No proposals were received to provide adequate coverage of the routes.

One Proposal was received in November from Lewis Excavating covering two of the 14 routes advertised, with Lewis indicating in its proposal that additional route could be completed should there be additional time remaining on their shift, or if additional shifts were to be assigned. Operationally, it is acceptable to extend the contractor shift to accommodate additional route completions. The proposals, with the additional route assignments, covers up to 6 of the 14 routes advertised.

P.H. Broughton & Sons did not submit a proposal, but they are interested in providing hourly services on an as-requested basis only, similar to the services they have provided in years past. They have provided an hourly rate list, which is in line with the hourly rates submitted by the other contractor under the RFP. Since they have provided these services satisfactorily in the past, have the proper equipment, and have provided hourly rates within the range of the other contractors, their proposal should be accepted to cover up to six of the unassigned routes selected for outsourcing, on an as-needed basis, which includes routes they have previous experience in plowing.

This arrangement allows for coverage of most of the snow routes desired for coverage by private contractors to supplement City forces, and this arrangement will benefit the City in providing reasonable coverage in outlying areas, including up to 146 lane miles and 241 cul-de-sacs.

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-71
 DATE OF 1ST READING: 12-16-25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
 PHONE NUMBER: (217) 789-2255

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: Proposal FISCAL IMPACT: \$ 100,000.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE PROPOSAL AND AUTHORIZING EXECUTION OF CONTRACT NO. RFP PW26-20 WITH OF LEWIS EXCAVATION AND SNOW REMOVAL LLC TO FURNISH SUPPLEMENTAL SNOW REMOVAL SERVICES FOR THE OFFICE OF PUBLIC WORKS

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

Contract _____

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: VC*5103

CONTRACT TERM: 1 year CONTRACT # RFP PW26-20 Change in Scope Yes No

CONTRACT AMOUNT: \$100,000.00 (Original amount if change order) Change Order # _____ Additional Amount _____

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

- Low Bid Other: Proposal 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	001	110	WORK	GARA	1232	\$ 100,000.00
2						
3						
4						

FUNDS CHECK BY: [Signature] Date: 12/1/2025
 DIRECTOR / SUPERVISOR SIGNATURE: [Signature] Date: 25-10-25
 CITY PURCHASING AGENT: [Signature] Date: 12/1/2025

COMMENTS

SIGN OFF:

[Signature]
 (Mayor's Signature) **GEM**

[Signature] 12/1/25
 (Director of OBM)

A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT AN ADDITIONAL \$268,530.00 MOTOR FUEL TAX FUNDS MAY BE SPENT FOR MAINTENANCE OF STREETS AND HIGHWAYS UNDER THE ILLINOIS HIGHWAY CODE FOR CALENDAR YEAR 2026, 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 regarding the expenditure of Motor Fuel Tax Funds on an annual basis.

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

Section 1: That the State of Illinois Department of Transportation shall be notified that the City of Springfield may spend an additional \$268,530.00 of its allotment of Motor Fuel Tax Funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2026, through December 31, 2026.

Section 2: That only those streets, highways and operations as listed and described on the approved Municipal Estimates of Maintenance Costs, including supplemental or revised estimates approved in conjunction with this resolution, are eligible for maintenance with Motor Fuel Tax Funds during the period as specified above.

Section 3: That the City Clerk shall, as soon as practicable after the close of the period as given above, submit to the Illinois Department of Transportation, Division of Highways, on forms furnished by said Department, a certified statement showing expenditures from and balance remaining in the account from this period.

Section 4: That the City Clerk shall immediately transmit two certified copies of this resolution to the Department of Transportation, Division of Highways, through its District office at Springfield, Illinois.

Section 5: 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

 12-10-25
Office of Corporation Counsel/Date



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

Local Public Agency	County	Section Number	Maintenance Period	
			Beginning	Ending
Springfield	Sangamon	26-00000-00-GM	01/01/26	12/31/26

Maintenance Items								
Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow Removal	I	No	Salt	Ton	3,000	\$89.51	\$268,530.00	
Total Operation Cost								

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$268,530.00			\$268,530.00
Formal Contract (Bid Items)				
Maintenance Total	\$268,530.00			\$268,530.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$268,530.00			\$268,530.00

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

Mayor

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

2025-523



District	County	Resolution Number	Resolution Type	Section Number
6	Sangamon		Original	26-00000-00-GM

BE IT RESOLVED, by the Council of the City of Springfield Illinois that there is hereby appropriated the sum of _____

Two Hundred Sixty-Eight Thousand Five Hundred Thirty and 00/00 Dollars (\$268,530.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/26 to 12/31/26.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Springfield

shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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 L. Redpath, Sr. City Clerk in and for said City of Springfield in the State of Illinois, and keeper of the records and files thereof, as

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the 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: 25-70
 DATE OF 1ST READING: 12-2-25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
 PHONE NUMBER: 789-2255 ext 5227

EMERGENCY PASSAGE: No 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 FOR SPENDING MFT FUNDS IN AN AMOUNT UP \$268,530.00 FOR MAINTENANCE OF STREETS AND HIGHWAYS BY THE CITY OF SPRINGFIELD UNDER THE ILLINOIS HIGHWAY CODE FOR CALENDAR YEAR 2026 FOR THE OFFICE OF PUBLIC WORKS.

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

IDOT Form BLR 14220 _____
 IDOT Form BLR 14222 _____

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: 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

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

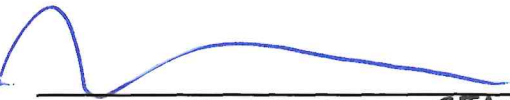
	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

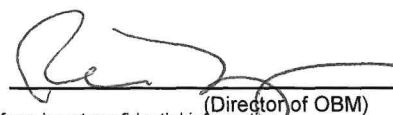
FUNDS CHECK BY: 	Date: <u>11-19-2025</u>
DIRECTOR / SUPERVISOR SIGNATURE 	Date: <u>11/19/2025</u>
CITY PURCHASING AGENT: 	Date: <u>11/20/2025</u>

COMMENTS

(Resolution - 2026 Maintenance) 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 an additional \$268,530.00 in calendar year 2026 for maintenance per attached detail.

SIGN OFF:


 (Mayor's Signature) **GEM**


 (Director of OBM)

2025-523

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$650,000.00 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, the Office of Public Works desires a supplemental appropriation to accommodate additional sanitary sewer cave-in repairs; and

WHEREAS, the Office of Public Works is requesting the amount of \$650,000.00 from unappropriated fund balance.

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

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$650,000.00 from unappropriated fund balance for the Office of Public Works.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation in the amount of \$650,000.00 from unappropriated fund balance into the following accounts:

EXPENDITURE ACCOUNT	AMOUNT
015-110-SEWR-0TAP-1204	\$150,000.00
015-110-SEWR-0DEP-1204	\$ 500,000.00

Section 3: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 4: That this ordinance shall become effective from and after its passage and publication 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 4-10-25

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 12/02/2025

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: _____

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: Supplemental Appropriation

FISCAL IMPACT: \$650,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$650,000.00 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) Low Bid Other: Supplemental Appropriation Previous Ord #s _____

Low Bid Meeting Specs Exception: _____ Is Purchasing Agent approval required? No Yes

Low Evaluated Bid Code Provision: _____ 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	015	110	SEWR	0TAP	1204	\$150,000.00
2	015	110	SEWR	0DEP	1204	\$ 500,000.00
3						
4						

UNAPPROPRIATED FUND BALANCE

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

COMMENTS

The unexpected expenditure levels this year were mainly related to road projects, such as IDOT's 5th Street rehabilitation, and several of the downtown overlays. On both numerous cave ins were located and repaired as the roadwork was done. The ODEP also includes an emergency lining project completed at 6th and Washington..

SIGN OFF:



(Mayor's Signature)

(Director of OBM)

ORDINANCE FACT SHEET

REQUEST FORM NO: _____
 DATE OF 1ST READING: 12/02/2025

OFFICE REQUESTING: Public Works CONTACT PERSON: Matt Gairani
 PHONE NUMBER: _____

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: Supplemental Appropriation FISCAL IMPACT: \$650,000.00
 (If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
 AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$650,000.00 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: Supplemental Appropriation 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	015	110	SEWR	OTAP	1204	\$150,000.00
2	015	110	SEWR	ODEP	1204	\$ 500,000.00
3						
4						

UNAPPROPRIATED FUND BALANCE

FUNDS CHECK BY: <u>[Signature]</u>	Date: <u>11-19-2025</u>
DIRECTOR/SUPERVISOR SIGNATURE <u>[Signature]</u>	Date: <u>12/16/25</u>
CITY PURCHASING AGENT: <u>[Signature]</u>	Date: <u>11/19/2025</u>

COMMENTS

An ordinance authorizing a supplemental appropriation of \$6500,000 to accommodate additional sanitary sewer cave-in repairs.

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

 (Director of OBM)

2025-524

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SPRINGFIELD AREA ARTS COUNCIL FOR FIRST NIGHT AND GENERAL OPERATIONS FOR FY26 SPONSORSHIP IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$30,000.00 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 \$30,000.00 for sponsorship of First Night Springfield and General Operations for; 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 \$30,000.00 to Springfield Area Arts Council for First Night Springfield and General Operations for FY26, 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 \$30,000.00 to Springfield Area Arts Council, from account number 001-107-GENC-VARI-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

 12-10-25
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of the Mayor

CONTACT PERSON: Billy Fleischli

PHONE NUMBER: 217-789-2200

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

FISCAL IMPACT: \$30,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND SPRINGFIELD ARTS COUNCIL FOR THE PURPOSE OF FIRST NIGHT AND GENERAL OPERATIONS IN AN AMUNT NOT TO EXCEED \$30,000.00

CONTRACTOR / VENDOR NAME: SPRINGFIELD AREA ARTS COUNCIL VENDOR NO: OSPR1045

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$30,000.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: Sponsorship
- 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	107	GENC	VARI	2110	\$30,000.00
2						
3						
4						

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

STAFF ANALYSIS

City of Springfield Sponsorship Award to the Springfield Area Arts Council for Fiscal Year 2026 not to exceed \$30,000.00 for First Night activities and general operations.

FUNDS CHECK BY: Courtney Heinzel
Digitally signed by Courtney Heinzel
Date: 2025.12.01 15:46:03 -06'00'

DIRECTOR / SUPERVISOR: 

CITY PURCHASING AGENT: 

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

Date: _____

Date: 12/2/25

Date: 12-2-2025

 _____
(Director of OBM) 12/2/25

The information supplied on this form is not confidential information.

2025-525

AN ORDINANCE AUTHORIZING PAYMENT TO LARRY STUBBS, A CURRENT CITY OF SPRINGFIELD POLICE OFFICER, FOR SETTLEMENT OF WORKERS COMPENSATION CLAIM NUMBER 25-WC-013624 IN AN AMOUNT NOT TO EXCEED \$22,487.28

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, Larry Stubbs works as a Police Officer for the City of Springfield hired June 13, 2022; and

WHEREAS, on May 2, 2025, Mr. Stubbs filed a workers compensation claim from an altercation while making an arrest causing injury and is willing to settle his claim for case no. 25-WC-013624 in the amount of \$22,487.28 representing a permanent partial disability equivalent to 10% man as a whole of the left knee; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C., the City's workers compensation advisors have recommended that settlement of Mr. Stubbs workers compensation claim for case number 25-WC-013624 in an amount not to exceed \$22,487.28 would be in the best interest of the City financially.

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

Section 1: That the City Council hereby approves settlement in the amount of \$22,487.28 to Larry Stubbs, a Current Police Officer with the Springfield Police Department, for workers compensation case for claim number 25-WC-013624, representing a permanent partial disability equivalent to 10% man as a whole of the left knee. The Mayor and the City Clerk are hereby directed to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum in an amount not to exceed \$22,487.28 from Account Number 074-107-BGMT-WCMP-2205 as provided in the Settlement Agreement to Dayton Edwards and his attorney Suzanne Dennis.

Section 3: That this ordinance is 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

 12-1-25

Office of Corporation Counsel /Date

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: 25WC013624

WORKERS' COMPENSATION CLAIM #: W004590175

WORKERS' COMPENSATION COMMISSION DECISION#:

TYPE OF ORDINANCE: WORKERS' COMPENSATION SETTLEMENT
 WORKERS' COMPENSATION AWARD

TYPE OF AWARD/CASE: DEATH
 PERMANENT PARTIAL DISABILITY
 PERMANENT TOTAL DISABILITY
 WAGE DIFFERENTIAL

LAW FIRM HANDLING CASE & CONTACT PERSON: Livingstone, Mueller, Bima & Murphy, P.C.
Kenneth S. Bima

NAME OF EMPLOYEE: Larry Stubbs

DEPARTMENT: Springfield Police Department

JOB TITLE: Police Officer

STATUS: CURRENT EMPLOYEE FORMER EMPLOYEE

DATE OF ACCIDENT: 5/02/2025

DESCRIPTION OF ACCIDENT: In the process of detaining a suspect, the claimant sustained a left knee tibial plateau fracture. The fracture was treated conservatively. The claimant returned to full duty work on 8/06/2025 and was placed at maximum medical improvement on 9/04/2025.

ATTORNEY: Suzanne Dennis

% OF LOSS OF USE: 10% loss of use of the left leg, or \$22,487.28 (21.5 weeks x \$1,045.92 max PPD rate)

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: \$ INTEREST PAID: \$

AMOUNT OF AWARD NOT YET PAID: MEDICAL: \$ TTD: \$ OTHER

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE _____ OBM _____

GFN

2025-520

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 12/02/2025

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Greg Moredock
PHONE NUMBER: 789-2393

EMERGENCY PASSAGE: No If yes, explain justification.

TYPE OF ORDINANCE: Work Comp Settlement **FISCAL IMPACT:** \$22,487.28

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO LARRY STUBBS, A CURRENT CITY OF SPRINGFIELD POLICE OFFICER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE #25WC013624 IN THE AMOUNT OF \$22,487.28.

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

CONTRACTOR / VENDOR NAME: Larry Stubbs & attorney Suzanne Dennis **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 **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	074	107	BGMT	WCMP	2205	\$22,487.28
2						
3						
4						

FUNDS CHECK BY: <i>C. Heingel</i>	Date: 11/19/2025
DIRECTOR / SUPERVISOR SIGNATURE	Date:
CITY PURCHASING AGENT:	Date: 11/20/2025

COMMENTS

Larry Stubbs, hired on 06/13/2022, as a City of Springfield Police Officer employee, reported a work injury on May 02, 2025. Mr. Stubbs filed a workers' compensation claim (Case# 25WC013624) and is willing to settle for the amount of \$22,487.28. Livingstone, Mueller, Bima & Murphy, P.C the city's legal advisors, also recommend payment in the amount of \$22,487.28 to settle (Case# 25WC013624).

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

2025-526

**AN ORDINANCE AMENDING CHAPTER 90, SECTION 90.15 OF THE 1988
CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY
ADDING A NEW LIQUOR CLASSIFICATION OF "P"**

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, Section 90.15 of the 1988 City of Springfield Code of Ordinances, as amended, currently provides for classification of licenses and fees for alcoholic beverages; and

WHEREAS, it is in the best interest of the City of Springfield to add a classification of "P" that will allow restaurant licensees to sell alcoholic liquor at retail for consumption on the premises and will also allow the sale of beer, wine and alcoholic liquor in the original package for consumption off premises. The annual fee for such license shall be \$_____

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

Section 1: That the City Council hereby amends Chapter 90, Section 90.15 of the 1988 City of Springfield Code of Ordinances, as amended, by establishing a Class "P" liquor license as follows:

§ 90.15. Classification of licenses and fees.

Licenses to sell alcoholic liquor at retail shall be of the following classes:

(a) - (s) (Language shall remain the same.)

(t) Class P. A class P license shall entitle the licensee to sell alcoholic liquor at retail, by the drink, for consumption on the premises of a sports complex, located within a business district established by the City pursuant to 65 ILCS 5/11-74.3-1 during organized sporting events, including but not limited to regular league play, tournaments, and related sporting activities involving baseball, softball, soccer, lacrosse, volleyball, and similar sports.

In addition, the licensee is authorized to sell and serve alcoholic liquor for private social functions, banquets, weddings, and other events unrelated to sporting activities, provided such events are conducted on the licensed premises. Alcoholic liquor may be sold, served, and consumed during both sporting events and unrelated private events, subject to compliance with all other requirements of this Chapter.

The licensee shall require all patrons who wish to purchase or consume alcoholic liquor to present valid government-issued photo identification verifying that the individual is twenty-one (21) years of age or older. Upon verification, the patron shall be issued a wristband or other highly visible marker, and only those patrons so marked may be served or possess alcoholic liquor. The licensee and its agents shall monitor all alcoholic service points and premises to prevent the sale, service, or consumption of alcoholic liquor by any person under the age of twenty-one (21).

No alcoholic liquor shall be sold, served or consumed pursuant to a class P license between the hours of 2:00a.m. and 7:00a.m., Monday through Sunday. No alcoholic liquor may be brought onto, served, provided, or consumed on the premises except that which is supplied by the licensee. Absolutely no outside alcoholic liquor or permitted, regardless of source. The licensee is responsible for actively monitoring and enforcing this prohibition.

The licensee shall comply with all other applicable provisions of this chapter. The annual fee for such license shall be \$ _____

Section 2: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 3: 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 Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 12-10-25

Office of Corporation Counsel /Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 12/16/2025

OFFICE REQUESTING: OFFICE OF CORPORATION COUNSEL

CONTACT PERSON: GREGORY MOREDOCK

PHONE NUMBER: _____

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: CODE CHANGE FISCAL IMPACT: \$0.00

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING CHAPTER 90, SECTION 90.15 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, TO ADD A CLASS "P" LIQUOR LICENSE.

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
- 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

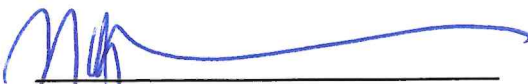
	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

COMMENTS

THIS ORDINANCE CREATES A NEW CLASS OF LIQUOR LICENSES THAT WILL ALLOW SALE AND CONSUMPTION OF ALCOHOL AT CERTAIN SPORTS COMPLEXES. IT IS ANTICIPATED THAT LEGACY POINTE SPORTS PARK WILL APPLY FOR THIS LICENSE

SIGN OFF:


(Mayor's Signature) *GEM*

(Director of OBM)

2025-527

**AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF
AN AGREEMENT WITH CWLP AND WEST BEND MUTUAL
INSURANCE CO. IN REGARD TO THE PROPERTY AT 607 E. ADAMS
ST., FOR SETTLEMENT AND RELEASE OF ALL CLAIMS AGAINST
THE CITY OF SPRINGFIELD, AND AUTHORIZING A
SUPPLEMENTAL APPROPRIATION**

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, CWLP and West Bend Mutual Insurance Co. (the "Parties") desire to settle in full any and all claims that either Party may have or could have asserted in the claim or any other claims; and

WHEREAS, West Bend Mutual Insurance Co. is willing to accept \$250,000.00 to settle and release all claims against the City of Springfield; and

WHEREAS, it is necessary to execute an agreement setting forth the terms of the settlement; and

WHEREAS, a copy of the settlement agreement shall be on file in the Office of the City Clerk; and

WHEREAS, CWLP is requesting a supplemental appropriation in the amount of \$250,000.00 to cover the cost of this settlement.

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

Section 1: That the City Council hereby authorizes payment of \$250,000.00 to, and execution of an agreement with, West Bend Mutual Insurance Co., for settlement of any and all claims with the City of Springfield. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City.

Section 2: That the City Council hereby authorizes a supplemental appropriation in the amount of \$250,000.00 for CWLP.

Section 3: That the Office of Budget and Management is hereby authorized to effectuate this supplemental appropriation into expenditure account 101-200-J-6282-2212.

Section 4: That the Office of Budget and Management is hereby authorized to make payment in an amount not to exceed \$250,000.00 to West Bend Insurance Co., from account number 101-200-J-6282-2212 in accordance with the terms of the settlement agreement.

Section 5: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 6: That this ordinance shall become effective immediately after its passage, recording and publication in pamphlet form.

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

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. West Bend Mutual Insurance Company	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1900 South 18th Avenue	Requester's name and address (optional)
6 City, state, and ZIP code West Bend WI 53095	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																					
Social security number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											OR Employer identification number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> </tr> </table>	3	9	-	0	6	9	8	1	7	0
3	9	-	0	6	9	8	1	7	0												

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <small>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</small>	
---	--

Sign Here	Signature of U.S. person ▶ <i>Charles R Hosp</i>	Date ▶ <i>1/7/2019</i>
------------------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2025-528

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being of lawful age, for the sole consideration of **Two Hundred and Fifty Thousand Dollars and no cents (\$250,000.00)**, to the undersigned in hand paid, receipt of which is hereby acknowledged, does hereby and for my heirs, executors, administrators, successors and assigns release, acquit and forever discharge the

CITY OF SPRINGFIELD

and its agents, successors, and all other persons, firms, corporations, associations, or partnerships of and from any claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now have or which may hereafter accrue on account of or in any way resulting from the **an incident occurring on December 13, 2024, at the property location of 607 E. Adams, Springfield, IL** in which the City of Springfield, IL allegedly caused damage to the property of the insured of West Bend Mutual Insurance Co.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital. The undersigned declares that in the event there are any outstanding claims or liens of any type against the settlement proceeds, that the undersigned will be responsible for satisfying such claims or liens out of the settlement proceeds and agreed to hold harmless and indemnify the City of Springfield and its agents with respect to any claims or liens and all costs and expenses, including attorney's fees in connection therewith.

This Release expressly reserves all rights of the person, or persons, on whose behalf the payment is made and the rights of all persons in privity or connected with them, and reserves to them their right to pursue their legal remedies, if any, including but not limited to claims for contribution, and personal injury against the undersigned or those in privity or connected with the undersigned.

THE UNDERSIGNED PERSONS HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

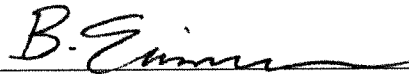
Signed, sealed and delivered this 25 day of November, 2025.

West Bend Mutual Insurance Co. a/s/o Downtown Property LLC

By:

Brenda Eisenmann

Print Name



Signature of Duly Authorized Agent

November 25, 2025

Date

2025-528

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 12/16/2025

OFFICE REQUESTING: OFFICE OF CORPORATION COUNSEL **CONTACT PERSON:** GREGORY MOREDOCK
PHONE NUMBER: _____

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: SETTLEMENT **FISCAL IMPACT:** \$250,000.00
 (If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
 AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH CWLP AND WEST BEND MUTUAL INSURANCE CO., REGARDS TO THE PROPERTY AT 607 E. ADAMS ST, SPRINGFIELD, IL FOR SETTLEMENT AND RELEASE OF ALL CLAIMS AGAINST THE CITY OF SPRINGFIELD AND FOR SUPPLEMENT APPROPRIATION.

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

CONTRACTOR / VENDOR NAME: WEST BEND MUTUAL INSURANCE CO. **VENDOR NO:** VC*6877

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	101	200	J	6282	2212	\$250,000.00
2						
3						
4						

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

COMMENTS

THIS SETTLES A CLAIM FOR DAMAGE AGAINST THE CITY FOR FLOODING ALLEGEDLY CAUSED BY MULTIPLE PIPE BURSTS.

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

_____ (Director of OBM)

2025-530

AN ORDINANCE AUTHORIZING A TENTATIVE AGREEMENT BETWEEN THE CITY OF SPRINGFIELD OFFICE OF PUBLIC WORKS AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 916, FOR PARKING DIVISION, FROM JANUARY 1, 2026, THROUGH DECEMBER 31, 2028

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 International Brotherhood of Teamsters, Local 916, regarding a collective bargaining agreement for parking division within the Office of Public Works; and

WHEREAS, the parties have agreed to terms of a tentative collective bargaining agreement, effective January 1, 2026, through December 31, 2028, a copy of which shall 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 collective bargaining agreement between the City of Springfield Office of Public Works and the International Brotherhood of Teamsters, Local 916, for security employees effective from January 1, 2026, through December 31, 2028, and as summarized on Exhibit "A" attached hereto. The Mayor is authorized to execute said agreement which shall be on file in the Office of the City Clerk 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.

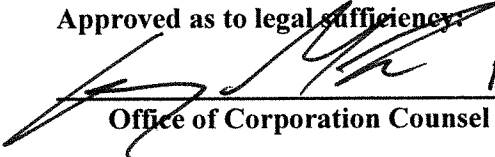
PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

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

Approved as to legal sufficiency:
 12-10-25
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

2025-530

EXHIBIT A

City of Springfield and Teamsters Local 916 (Parking) Summary of contract changes 2026 through 2028

1. Article III – Union Checkoff - Incorporating ability for employees to enter into the Teamsters Member Retirement Plan.
2. Article IV – Union Rights –
 - a. Section 3 (new) – Allowing union member to present for an hour during new employee orientation.
 - b. Section 4 (new) – Implementing reporting information to the union.
 - c. Section 5 (new) – Adding time off for union activities.
3. Article XII – Hours of Work and Overtime
 - a. Section 1 – Clarifying hours of work.
 - b. Section 2 – Adding definition of overtime.
4. Article XVI – Leaves of Absence
 - a. Section 5 (new) – Addition of waiver of the Paid Leave for All Workers Act.
 - b. Section 6 (new) – Incorporating parameters around benefit time donation.
5. Article XVII – Unpaid Leaves of Absence
 - a. Section 7 (new) – Adding the City Code language regarding General Leaves of Absence.
6. Article XX – Wages
 - a. Section 1:
 - i. Effective 1/1/2026 –
 1. Parking Enforcement Attendant rate \$20.00
 2. Parking Meter Repairman rate \$26.00
 - ii. Effective 1/1/2027 – 2.25% increase
 - iii. Effective 1/1/2028 – 2.5% increase
 - b. Section 2 – Changes to reflect longevity:
 - i. 5 years - \$600 bonus
 - ii. 10 years - \$1,000 bonus
 - iii. 20 years – one time \$2,500 bonus
 - iv. 25 years – one time \$3,500 bonus
 - c. Section 3 – Removal of the Safety Incentive.

7. Article XXII – Miscellaneous

- a. Section 1 – Increase to clothing allowance from \$400 to \$500.
- b. Section 7 – Incorporation of the residency MOU.

2025-03-0

Teamster 916 Parking Attendant Economic Proposal

Total Base Salaries of Current Positions	\$ increase	% rate increase	% increase with steps	115,812	Adjusted Base	Difference over base:
Year 1 Cost @ w/ steps	\$ 1.44	0.00%	7.76%	\$8,988	\$124,800	\$8,988
Year 2 Cost @ w/ steps		2.25%	2.25%	\$2,808	\$127,608	\$11,796
Year 3 Cost @ w/ steps		2.50%	2.50%	\$3,190	\$130,798	\$14,986
			12.51%	\$14,986		\$35,770
		effective rate	12.94%			

Compounded Life of Contract Base Incremental Cost **\$35,770**

Increase Steps:	
7.76%	\$8,988
2.25%	\$2,808
2.50%	\$3,190
Base:	\$115,812
Adjusted Base:	\$124,800
	\$127,608
	\$115,812
	\$130,798

LABOR AGREEMENT BETWEEN
CITY OF SPRINGFIELD, OFFICE OF PUBLIC WORKS
&
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND
HELPERS OF AMERICA

January 1, 20262 THROUGH December 31, 20285

TABLE OF CONTENTS

	<u>PAGE</u>
TABLE OF CONTENTS	2
PREAMBLE	13
ARTICLE I AGREEMENT	13
ARTICLE II MANAGEMENT RIGHTS.....	13
ARTICLE III UNION CHECKOFF	24
ARTICLE IV UNION-RIGHTS	35
ARTICLE V SUBCONTRACTING	45
ARTICLE VI <u>NON-DISCRIMINATION</u>	56
ARTICLE VII WORK STOPPAGE	56
ARTICLE VIII PERSONNEL FILES	67
ARTICLE IX DISCIPLINE AND DISCHARGE	7
ARTICLE X <u>ARBITRATION PROCEDURE TO RESOLVE DISPUTES</u>	8
ARTICLE XI SENIORITY LAYOFFS RECALLS.....	
ARTICLE XII	
ARTICLE XIII VACATION.....	1314
ARTICLE XIV HOLIDAYS	1516
ARTICLE XV SICK LEAVE	1616
ARTICLE XVII <u>UNPAID LEAVES OF ABSENCE</u>	21
ARTICLE XVIII <u>GROUP HEALTH INSURANCE PROGRAM</u>	2423
ARTICLE XIX PENSION FUND	2423
ARTICLE XX WAGES	2423
ARTICLE XXII MISCELLANEOUS	2927
ARTICLE XXIII <u>SAVINGS PROVISION – PARTIAL INVALIDITY</u>	3129
ARTICLE XXIV COMPLETE AGREEMENT	3130
ARTICLE XXV TERMINATION.....	3230
APPENDIX A <u>ECONOMIC TERMS</u>	3334
APPENDIX B <u>GPS TRACKING TECHNOLOGY</u>	3432

PREAMBLE

This Agreement is entered into by the City of Springfield, hereinafter referred to as the Employer, and Teamsters Local 916, hereinafter referred to as the Union, after engaging in collective bargaining pursuant to Public Act 83-1012 (Illinois Public Labor Relations Act) for the purposes of promoting 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.

ARTICLE I AGREEMENT

Section 1. Agreement.

This Agreement is entered into by and between the City of Springfield, Springfield, Illinois (hereinafter referred to as the "Employer" or "City"), Teamsters Local 916 (hereinafter referred to as the "Union"), whereby it is understood and agreed as follows.

Section 2. Recognition.

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all Parking Attendants employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, but excluding all managerial, confidential and supervisory employees as defined in the Illinois Public Labor Relations Act and all other employees of the Employer.

ARTICLE II MANAGEMENT RIGHTS

It is recognized that the Employer retains the right and responsibility to direct its affairs in all its various aspects, except as modified by the express written terms of this Agreement. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the City of Springfield; to determine its policies, budget and operations; to determine the manner in which its functions shall be performed, and the direction of its working forces; including, but not limited to the right to hire, evaluate, train, promote, demote, transfer and assign employees; to discipline,

suspend, and to discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and locate or transfer work and maintain efficiency.

The listing of specific management rights in this Article is not intended to be nor shall it be considered a restriction of or a waiver of any of the rights of the Employer not listed whether or not such rights have been exercised in the past, to the extent that the exercise of these rights does not conflict with the Illinois Public Labor Relations Act.

ARTICLE III UNION CHECKOFF

Section 1. Dues Deduction.

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fees, if any, set forth in such form and any increase therein authorized specifically in writing and shall remit such deductions monthly to Local Union 916 at Springfield, Illinois, in accordance with the laws of the State of Illinois.

Section 3. D.R.I.V.E. Checkoff.

The Employer agrees to deduct from paychecks of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck weekly.

The Employer shall transmit to the Local Union on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount from that employee's paycheck.

The Union agrees to indemnify and hold harmless the Employer from any and all claims by any employee against the Employer for amounts deducted from their wages under this Section.

Section 4. TMRP.

The City agrees to make payroll deductions and remittance to The Member's Retirement Plan (TMRP) upon receipt of a signed authorization card to do so.

ARTICLE IV UNION-RIGHTS

Section 1. Union Steward.

The Union shall appoint a steward and shall provide the name of such individual to the Employer. Such steward shall, after giving appropriate notice to his/her supervisor, be allowed reasonable time off with pay, during working hours., to process grievances or to attend grievance hearings or other hearings or meetings called or agreed to by the Employer, if such employees are entitled to attend such meetings by virtue of being Union steward, and if such attendance does not substantially interfere with the Employer's operations.

Section 2. Union Steward Duties.

A steward shall not be laid off, discharged or otherwise disciplined for the responsible fulfillment of their duties and responsibilities as outlined in this Agreement.

Section 3. Union Orientation.

The Union or Steward shall be allowed one (1) hour on the day of employee orientation to conduct Union orientation for all new hires covered by this agreement. The Union shall receive advance notice of orientation. Said orientation will be on the Employer's premises and on paid time.

Section 4. Information to the Union.

Within ten (10) calendar days from the date of hire of a bargaining unit employee, the Employer shall provide to the Union, in an electronic file or other mutually agreed upon format, the following information about the new employee: the employee's name, job title, work location, home address, work telephone number, and any home and personal

cellular telephone numbers on file with the employer, date of hire, work email address, and any personal email address on file with the employer.

At least once each month and no more frequently than each payroll period, the Employer shall provide the Union with a list in an Excel file or other mutually agreed upon editable digital file format of all bargaining unit employees within the Employer. Where such information is readily available, the list shall include all employees' date of birth, employee identification number, sex, bargaining unit, department division, section, and unit title; position number, work location, home address, work telephone number, work email address, home and cellular telephone number, personal email address, job classification, pay grade, pay rate, date of hire, continuous service, and seniority.

Section 5. Time off for Union Activities.

Subject to the approval of the employee's supervisor outside of the bargaining unit after available appropriate documentation, local Union representatives (stewards) shall be

International conventions, provided such representatives shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off as long as it does not interfere with the operating needs of the Employer. Such time off shall not exceed two (2) workdays cumulatively during the term of the Agreement. The employee may utilize any accumulated time (compensatory, personal, vacation days) in lieu of taking such without pay subject to the Employer's processes for taking such time off.

ARTICLE V SUBCONTRACTING

Section 1. General Policy.

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform, first. The Employer reserves the right to contract out any work that it deems necessary in the interest of efficiency, safety, economy, improved work product, or in the event of an emergency.

Section 2. Notice and Discussion.

Except in case of an emergency, when the Employer contemplates changing its policy involving the subcontracting of work in the bargaining unit area, and such change amounts to a significant deviation from past practice and would result in the layoff of a significant number of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in considerations involving the desirability of such subcontracting of work, including means by which to minimize the impact on such employees.

ARTICLE VI NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination.

Both the Employer and the Union agree to refrain from any acts of discrimination in violation of any State or Federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap, or other non-merit factors.

Section 2. Equal Employment/Affirmative Action.

The parties recognize the Employees and the Union's obligation to comply with Federal and State Employment and Affirmative Action Laws, Rules, and Regulations. The Union agrees that the Employer may take whatever steps necessary to comply with the Americans with Disabilities Act.

ARTICLE VII WORK STOPPAGE

Section 1. Strike and Lockout Prohibited.

Neither the Union nor any of its officers, agents or City employees will instigate, promote, encourage, sponsor, engage in, or condone any strike, slowdown, concerted work stoppage, sympathy strike, or any other intentional interruption of work during the term of this Agreement. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement.

Section 2. Union Action.

Upon notification by the Employer to the Union or its agents that certain of its members are engaged in activity that is in violation of Section 1, Article VII of this Agreement, the Union shall immediately order such members, in writing, to return

to work. The Union will also provide the Employer with 'a copy of such order and a responsible official of the Union shall publicly order, such workers to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to assure the members return to work as promptly as possible.

Section 3. Penalties.

Any or all employees who have been found to have violated any of the provisions of Article VII may be discharged or otherwise disciplined by the Employer. Such discipline may include loss of compensation, vacation benefits and holiday pay. In an arbitration proceeding involving a breach of this Article, the sole question for the arbitrator to determine is whether the employee engaged in prohibited activity, In addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it may be entitled by law.

ARTICLE VIII PERSONNEL FILES

Section 1. Inspection.

Upon written request by an employee, the Employer shall permit the employee to inspect his or her personnel file twice per calendar year. Such inspection shall occur within a reasonable period of time following receipt of the employees written request. The employee shall not be permitted to remove any part of the personnel file from the premises, but may obtain a copy of any information contained in the file upon payment of a fee for the cost of 'copying,

Section 2. Union Access.

An employee who is involved in a current grievance against the Employer may designate in writing, that a Union representative may inspect his or her personnel file, subject to the procedures contained in Section 1 of this Article.

Section 3. Employee Rights.

If an employee disagrees with any information contained in his or her personnel file,

the employee may submit a written statement which will be included in the file.

ARTICLE IX DISCIPLINE AND DISCHARGE

Section 1. Definition.

Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following, but shall be initiated in light of the seriousness of the offense:

- (A) oral warning
- (B) written warning
- (C) suspension without pay
- (D) discharge

Section 2. Just Cause.

Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts and arrange a meeting with the employee and the steward.

Section 3. Written Notice.

Both the employee and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior. Employees shall receive notice within five (5) days after meeting with the Employer.

Section 4. Removal of Discipline

Any oral or written reprimand will be removed from the employee's record, if from the date of the last reprimand 12 months pass without the employee receiving any additional discipline. Such removal shall be at the request of the employee but in any case shall not be used against the employee.

ARTICLE X DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Definition.

A grievance, for purposes of this Article, is a claim that the Employer has violated the express provisions of this Agreement. An individual employee, a group of employees or the Union may institute a grievance. All parties shall make a good faith effort to resolve grievances informally.

Section 2. Grievance Procedure.

The following is set forth as an orderly procedure of resolving all grievances that cannot be resolved informally:

Step 1.

When an alleged grievance arises, which cannot be resolved informally, the aggrieved party shall deliver a written statement of the grievance to the city representative within five (5) work days of the occurrence upon which the grievance is based upon when the grievant knew or should have known of it. The grievance shall state the facts, date, cite specific sections of the contract that have been alleged to be violated, and the specific remedy(s) requested. A diligent effort shall be made to adjust the grievance at this step. The city representative shall have ten (10) work days to give his or her written answer and a brief explanation of his/her reasons to the grievant. Grievances not raised within the ten-day time limit from the date of occurrence will be dropped. Once the grievance has completed Step 1 of the grievance procedure, it cannot be modified beyond this Step in terms of the facts, specific violations and remedy requested unless additional facts are discovered regarding events of this grievance which were not known at the time of filing of the grievance and are necessary to modify the grievance. If the Employer does not respond in writing within the time frame set forth above, the grievance shall be deemed denied and shall automatically be processed and proceed to the next step of the grievance/arbitration procedure.

Step 2.

If a satisfactory settlement is not reached in Step 1, the grievance shall be submitted by the Representative to the Director within ten (10) work days after receipt of the Step 1 answer. The written grievance shall state the facts allegedly violated by the Employer.

The Department Head shall give his/her written answer and a brief explanation of his/her reasons to the Union Representative within ten (10) work days after receipt of such written grievance.

Step 3.

If the grievance is not adjusted to the grievant's satisfaction or no response is received within the appropriate time, the union shall file a copy of the grievance with the supervisor or office of corporation counsel within ten (10) working days of the date of the Step 2 decision or within ten (10) working days of the date such decision was due. The supervisor or office of corporation counsel shall meet with union representatives to discuss the grievance and shall issue a written decision to the union within thirty (30) calendar days of such meeting. If the written grievance has not been satisfactorily settled by the operation of the grievance procedure as outlined hereinabove, the Union shall have the right, upon notification to the Employer, in writing, within fifteen (15) work days after the answer is given in Step 3, or within the time frame specified for the employee to respond in Step 3, to submit the grievance to arbitration. The parties will make a sincere effort to mutually agree upon an arbitrator within five (5) days after the notice is received. If a mutually, acceptable arbitrator cannot be selected, the Director of the Illinois Department of Labor, Mediation and Conciliation Service, or the Director of the Federal Mediation and Conciliation Service, will be requested to supply a list of five (5) arbitrators, from which list each party alternately shall strike one name. However, either party may reject the first list submitted in its entirety, and request a second list. The Union shall strike first. On alternate arbitration cases when it is necessary to select an arbitrator in this manner, the Employer shall strike first. The parties shall continue striking names until only one remains on the list and that person shall be the arbitrator. The arbitrator shall be designated to hear the grievance, and his decision shall be final and binding. The arbitrator, however, shall not have the right to change, add to or subtract from the terms and conditions set forth in this Agreement. The fee and expenses of the arbitrator, but not the cost of the hearing room shall be paid by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees. However, the fees and expenses of witnesses, including experts, the cost of documentary evidence, and matter of that nature shall in all cases

be borne by the party procuring the same.

Section 3. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, may be advanced by mutual agreement of the parties to the appropriate step where the action giving rise to the grievance was initiated.

Section 4. Effect of Settlements.

A grievance may be withdrawn or settled at any step without creating a precedent or prejudice.

Section 5. Exclusivity of Grievance Procedure.

The procedures set forth in the Article shall be the sole and exclusive procedure for resolving contract disputes.

ARTICLE XI SENIORITY LAYOFFS RECALLS

Section 1.. Probation.

Bargaining unit members shall serve a probationary period of six (6) months.

During the probationary period, the employee shall be. Subject to dismissal for any reason without recourse to the grievance procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire.

Probationary employees will be entitled to one (1) sick day per month, but cannot start using sick time until after completion of probationary period.

Section 2. Definition of Seniority.

Seniority is defined as the employee's length of continuous, full-time service within the bargaining unit.

Section 3. Loss of Seniority.

Seniority and the employment relationship shall be terminated if an employee:

- (1) quits;

- (2) is discharged;
- (3) is absent from work three (3) consecutive days without notification to and approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- (4) is laid off for more than thirty-six (36) months or fails to report to work within ten (10) working days after having been recalled from layoff,
- (5) fails to report for work at the termination of a leave of absence;
- (6) if an employee on a leave of absence for personal or health reasons accepts other employment without permission; or
- (7) if he or she is retired.

Section 4. Seniority List.

The Employer shall post and supply to the Union, an updated seniority list for bargaining unit employees on a current basis.

Section 5. Layoffs.

The Union recognizes the right of the Employer, at its sole discretion, to lay off employees for legitimate, non-discriminatory reasons such as: lack of funds, lack of work or material reorganization. The Employer agrees to provide a notice of layoff to the individual employees and Union twenty calendar (20) days prior to the effective date. Prior to the effective date of the layoff the Employer will meet and confer with the Union to negotiate the impact of any proposed layoff and to determine whether there are any economically feasible alternatives to the planned layoffs. Employees shall be laid off within classifications in the inverse order of seniority.

Section 6. Recalls.

Employees shall retain recall rights for thirty-six (36) months. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights shall be recalled by seniority.

ARTICLE XII HOURS OF WORK AND OVERTIME

Section 1. Hours of Work.

~~Schedules are to be implemented by the City with input from the employees involved.~~
The regular workday shall consist of nine (9) hours of which eight (8) are worked with an unpaid one (1) hour unpaid meal break during each day to be taken midway during the day when possible. The regular work week shall be defined as Monday through Friday 8:00 a.m. to 5:00 p.m. Employees will be given forty-eight (48) hours' notice of temporary shift changes and ten (10) working days notice of permanent shift changes.

Section 2. Overtime.

All employees shall be given equal opportunity for overtime. Overtime shall be offered to the employees on a rotation basis, taken from the seniority list. Overtime is defined as all-time actually worked in excess of eight (8) hours in one day, or in excess of forty (40) hours within any work week. Employees will be given forty-eight (48) hours' notice of scheduled overtime. Scheduled overtime will be paid at the rate of time and ½. All overtime will be paid at the rate of double-time (2) when called out for duties. Employees working on Sunday shall receive a minimum two (2) hours of pay at double (2) time at the applicable rate.

Section 2. Compensation time.

- Employees may elect to use overtime hours as comp time rather than pay. In lieu of payment for overtime, employees may elect to earn up to a maximum of sixty (60) hours of compensatory time per contract year if they meet the following conditions:
- (1) Compensatory time shall be used in four (4) hour increments.
 - (2) Compensatory time shall be scheduled a minimum of twenty four (24) hours in advance and approved by a direct supervisor.
 - (3) Employees must convert all overtime worked in a single shift to Compensatory time or have all overtime worked in a shift paid out. An employee may not request a portion of a shift of overtime to be converted to compensatory time and a portion to be paid out. An employee may not rescind the election once submitted.
 - (4) Compensatory time not used will only be cashed out at the end of the contract year.
 - (5) Payment for overtime worked will be assumed unless the employee

requests in writing compensatory time within the pay period the overtime was worked.

(6) Under no circumstance may the use of compensatory time interfere with the operational needs of the employer.

Section 3. Higher Classification Pay.

Employees temporarily assigned by the Employer to perform the duties that distinguish a higher classification shall receive an adjustment in pay to that higher classification rate of pay for all time assigned to such position.

ARTICLE XIII VACATION

Section 1. Vacation Leave.

All employees in the bargaining unit shall earn a vacation with pay at the rate set forth below:

- (A) Ten (10) days per year commencing upon the beginning of employment and ending upon the completion of six (6) years of employment.
- (B) Fifteen (15) days per year commencing upon the beginning of seven (7) years of employment and ending upon the completion of eleven (11) years of employment.
- (C) Sixteen (16) days per year commencing upon the beginning of twelve (12) years of employment and ending upon the completion of thirteen (13) years of employment.
- (D) Seventeen (17) days per year commencing upon the beginning of fourteen (14) years of employment and ending upon the completion of fifteen (15) years of employment.
- (E) Eighteen (18) days per year commencing upon the beginning of sixteen years of employment and ending upon the completion of seventeen years of employment.

- (F) Nineteen (19) days per year commencing upon the beginning of eighteen years of employment and ending upon the completion of nineteen years of employment.
- (G) Twenty (20) days per year commencing upon the beginning of twenty (20) years of employment and ending upon the completion of twenty-one (21) years of employment.
- (H) Twenty-one (21) days per year commencing upon the beginning of twenty-two (22) years of employment and ending upon the completion of twenty-three (23) years of employment.
- (I) Twenty-two (22) days per year commencing upon the beginning of twenty-four (24) years of employment and ending upon the completion of twenty-five (25) years of employment.
- (J) Twenty-three (23) days per year commencing upon the beginning of twenty-six (26) years of employment and ending upon the completion of twenty-seven (27) years of employment.
- (K) Twenty-four (24) days per year commencing upon the beginning of twenty-eight (28) years of employment and ending upon the completion of twenty-nine (29) years of employment.
- (L) Twenty-five (25) days per year after thirty (30) years of service.
Vacation shall accrue monthly.

Vacation earned in one (1) year must be taken by the end of the next succeeding year or be lost. For the purposes of this Section, a year shall be measured from initial employment date.

Section 2. Vacation Pay.

All vacation leave will be paid at the regular hourly rate and on the basis of the normal hours worked per day by the employee. Unused vacation shall be paid upon separation of employment.

Section 3. Working During Vacation.

Employees may elect to work while on vacation, if needed by the Employer.

Section 4. Vacation Requests.

Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the City, a schedule of desired vacation at least thirty (30) days in advance of the start of the vacation. Employees shall be notified within five (5) work days if his/her vacation is approved. At least one (1) days' notice shall be given for one (1) day leave.

ARTICLE XIV HOLIDAYS

Section 1. Paid Holidays.

The following holidays are considered paid holidays:

New Year's Day / Martin Luther King, Jr. Birthday / Lincoln's Birthday
Good Friday / Memorial Day / Juneteenth / Independence Day / Labor Day
Veteran's Day (Observed) / Thanksgiving Day (Day following Thanksgiving)
Christmas Eve-day before or after Christmas as designated annually by the City Council
Christmas Day

When a holiday falls on an employee's regularly scheduled day off, such employee shall be paid straight time for that day or have choice of comp time. The parties understand that such paid time is not to be pyramided for purposes of overtime, but is compensation for a paid holiday.

Section 2. Working on Holidays.

Employees working on a paid holiday shall receive triple time for work performed on a listed holiday. The parties understand that this amount reflects double time holiday pay for actual hours worked, added to regular pay.

Section 3. Eligibility.

In order to receive holiday pay, an employee must work the employee's last scheduled day before and the next scheduled day after the holiday, unless such employee is absent from work with the approval of the City.

ARTICLE XV SICK LEAVE

Section 1. Purpose.

A regular employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment shall receive sickleave with pay to the extent accrued below. An employee may also use accumulated sick leave for medical or dental appointments and absences due to illness or injury of the employee's immediate household if the illness is such that the presence of the employee is medically necessary. Furthermore, sick leave will not be granted to an employee for the purpose of being compensated for employment elsewhere. Employees who engage in secondary employment during sick leave shall be subject to disciplinary action up to and including discharge.

Section 2. Accumulation.

Employees shall start to accrue sick leave from their date of hire, at the rate of one (1) day for each completed month. There shall be no maximum on the amount of sick leave that may be accumulated. Employees shall be eligible to take sick leave after six (6) months of continuous service. Sick leave must be taken in at least one (1) hour increments.

An employee on an unpaid leave of absence, lay off or disciplinary suspension of thirty (30) days or more shall not earn sick leave for the period of absence.

Section 3. Notification of Sick Leave.

Employees shall not be penalized for the reasonable use of sick leave; however, it is the responsibility of each employee requesting sick leave to notify the immediate non-bargaining unit supervisor prior to the start of the shift unless circumstances prevent the employee from doing so.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless the nature of the illness precludes the need for such frequency.

Section 4. Sick Leave Abuse Sanctions.

It is understood that abuse of sick leave will result in discipline and it is the intent of the

Employer to take corrective action in all such cases. Abuse shall be defined as improper or excessive use,

Section 5. Requirement for Physician's Release.

An employee who is sick or disabled for three (3) consecutive workdays or more may be requested to secure and submit a physician's release certifying the nature of the illness and that he is fit to return to work before the employee will be permitted to return to work. Employees shall immediately return to work upon release by the attending physician. The Employer may also require, at its discretion and at its expense, that an employee be examined by a physician of the Employer's choice in conjunction with the above sick leave procedure. The Employer is not restricted from requesting a physician's release where there is a suspicion of the abuse of time. Medical verification of illness may be required after seven (7) sick days have been used in a calendar year,

Section 6. Exchange of Sick Days.

An employee who does not use more than one (1) sick day during a calendar year shall receive three (3) personal bonus days. Said personal bonus days shall be awarded at the beginning of the next calendar year and must be used by the end of that calendar year. The above benefits shall not be available to employees who quit or who are discharged.

After accumulating thirty-two (32) days of sick leave, employees may exchange sick leave days for vacation days at a rate of two (2) sick leave days for one (1) vacation day. Each vacation day so earned must be used as a vacation day within the year of the exchange. The number of sick leave days exchanged per year shall not exceed ten (10) days and at no time shall the number of days of accumulated sick leave be so reduced to less than thirty (30) days. No payment shall be made for vacation days acquired hereunder if not used.

Section 7. Sick Leave Compensation Upon Retirement or Death.

Any bargaining unit employee shall be paid upon retirement or death five-twelfths (5/12ths) his straight time hourly rate for all sick leave accumulated up to ninety (90) days and be paid his straight time rate for all sick leave accumulated over ninety (90) days

and earned prior to November 1, 1988. For all sick leave accumulated thereafter, the employee shall be paid one-half (1/2) the straight time hourly rate upon retirement or death according to these formulas for a maximum of two hundred forty (240) days. Employees hired on or after January 1, 2013, shall not be eligible for sick payout upon retirement.

Section 8. Bonus Leave.

Employees who have accrued thirty (30) days sick leave prior to a contract year and do not use more than one day sick leave or are not absent without pay during the ensuing contract year shall be granted two (2) days leave with pay to be taken during the first one hundred eighty (180) days of the succeeding contract year.

Employees who have accrued sixty (60) days sick leave prior to a contract year and do not use more than one (1) day sick leave or are not absent without pay during the ensuing contract year shall be granted three (3) days leave with pay to be taken during the first one hundred eighty (180) days of the succeeding contract year.

Employees who have accrued ninety (90) days sick leave prior to a contract year and do not use more than one day sick leave or are not absent without pay during the ensuing contract year shall be granted five (5) days leave with pay to be taken during the first one hundred eighty (180) days of the succeeding contract year. Bonus days can be taken a day at a time subject to security management's ability to do the scheduling. Employees who have accrued sick leave at the time of retirement or death shall be granted five (5) days compensation for every twelve (12) days of accrued sick leave up to a maximum of ninety (90) days.

Sick days taken under FMLA shall be considered for purposes of determining the employees' eligibility for the above bonus.

ARTICLE XVI LEAVES OF ABSENCE

Section 1. Personal Leaves.

Each year, three (3) days with full pay may be used by the employee for personal leave for the purpose of attending to personal, legal, household, or family matters that

require absence during working hours. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the City, at least two (2) working days in advance of the day to be taken. It is accepted that personal leave may not be used to extend vacations, receive remuneration, or to seek employment elsewhere.

Section 2. Leave to Attend a Funeral.

If a death occurs in the immediate family of an employee, a maximum of three (3) days' special leave will be allowed that employee at full pay. Such days will not be charged to vacation or sick leave. If it is necessary that the employee be absent from work for more than three (3) days, such employee will not be paid for time in excess of three (3) days, however, those days will not be charged to vacation or sick leave.

For the purpose of this Section, "immediate family" is defined as the spouse, son, daughter, brother, sister, mother, father, stepmother, stepfather, stepson, stepdaughter, stepsister, stepbrother, step-grandparents, step-grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren of the employee.

Section 3. Probation Against Misuse of Leaves.

Any leaves granted pursuant to the terms of this Agreement, regardless of with or without pay, under Article XVI or XVII, shall not be used for the purpose of securing other employment. An employee, during such leave, may not be gainfully employed or independently self-employed without prior approval of the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 4. Family Medical Leave.

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 an FM LA leave shall be used for this purpose. Employees will be required to exhaust all paid benefit time (i.e., 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 5. Paid Leave for All Workers Act.

The Union and employees covered by the Agreement explicitly waive the provisions of the Paid Leave for All Workers Act, 820 ILCS 192/15(n).

Section 6. Benefit Time Donation.

A. Employees shall be allowed to donate vacation and/or sick time to co-workers, within their respective work location, who are suffering from documented serious health issues. The Employee receiving such donation must be eligible for FMLA and must exhaust all of their own benefit time before becoming eligible to receive donated time.

B. Employees donating sick time must have a minimum of 31 days of sick time available as of the close of business on the day such days are donated. Employees may donate an unlimited amount of sick days but must maintain at least 30 sick days. Employees who have a minimum of 6 vacation days as of the close of business on the day such days are donated. Employees may donate an unlimited number of vacation days but must maintain at least 5 vacation days.

C. 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.

D. Employees receiving days shall be paid at their current rate of pay.

E. Donated days not used by the donee shall be credited back to the donor in the inverse order in which they were donated.

F. Employees who wish to donate days must complete a time off request form and submit to their time-keeper indicating the type of leave, number of days donated, and designate the days as a donation.

G. Employees that have given notice of leave, resignation, or retirement are ineligible to make donations.

H. Prior to accepting any donated days, the Union, Human Resources Department, and Payroll shall first be notified.

**ARTICLE XVII
UNPAID LEAVES OF ABSENCE**

Section 1. Criteria for Unpaid Leaves.

Leaves of absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by the City. Leaves may be granted with the following understanding between the Employer and the employees:

Whether the position is held open is a determination to be made by the City. In cases where the position is held open, the position may be filled with a temporary employee. In cases where the position is not held open, employees on leave wishing to return will be considered for the first position open of the like pay and classification.

During the leave of absence, an employee does not accrue credit for benefits.

Section 2. Health Leave.

A health leave may be granted by the City to employees with one (1) year of service or more. The employee must present a written statement from a licensed physician to the City, stating the need for such a leave. The length of the leave will be determined by the physician's recommendation. The maximum period of time a health leave will be granted is for one (1) year. Employees returning to work from a health leave must present, a written release from their physician.

Section 3. Educational Leave.

An educational leave may be granted by the City to employees with one (1) year of service when the education programs of mutual benefit to both the City and the employee. The length of leave will be determined in accordance with the type of program attended (Educational leave should not be confused with education benefits).

Section 4. Active Call to the Armed Services.

A leave of absence shall be granted by the City to employees pursuant to the provisions of Chapter 36 of the employment policies and who are called to active service in the Armed Forces. The employee's service date and resulting benefits will remain intact. The employee will be taken back in a position of like pay and classification if he/she returns within ninety (90) days of discharge.

Section 5. Personal Reasons.

A leave of absence may be granted by the City to employees who have one (1) year of service for personal reasons in nature (i.e., illness in family, marital problems, etc.). The length of the leave will not exceed six (6) months.

Section 6. Workers' Compensation.

The Employer will comply with all applicable statutes regarding Workers' Compensation. Employees who become eligible for workers' compensation benefits on or after January 1, 2016, 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 7. General leave of absence.

Leave of absence without pay may be granted to employees, except temporary employees, for a period not to exceed three months in any one calendar year upon approval by the appointing authority. An extension for good cause may be approved by the appointing authority for a period not to exceed three months. Leaves of absence may be granted for the following purposes:

a. For attendance at a college, university, or business school for the purpose of training in subjects relating to the work of the employee which will benefit the employee and the city services;

b. For urgent personal business requiring employee's attention for an extended period, such as settling an estate or liquidating a business;

c. For attending court; and

d. For purposes other than the above that are deemed beneficial to the city service.

1. When an employee returns from a leave of absence of three months or less, the employee shall be returned to a position equivalent to the position from which he is on leave. When an employee returns from a leave exceeding three months and there is no such position vacant, the employee shall be laid off in accordance with the provisions of this chapter.

2. In the absence of reasonable excuse and notice to his appointing authority, an employee who fails to return to work at the time specified in his application for leave shall be considered to have abandoned his position and shall be terminated.

3. No employee shall be granted a leave of absence to go to work for any business or other entity except pursuant to a waiver granted by the civil service commission. The commission may grant a waiver of section 36.58(a)(4) only if the appointing authority does not object to the waiver and if the commission determines that no potential conflict of interest or potential harm to the city exists.

4. An employee on any leave of absence without pay in excess of 30 days shall not accumulate vacation and sick leave during the period of absence, and their anniversary date shall be adjusted by the period of unpaid leave.

**ARTICLE XVIII
GROUP HEALTH INSURANCE PROGRAM**

Bargaining unit employees shall be provided the same group health and life insurance benefits as all other employees of the City of Springfield at the same premium rate.

ARTICLE XIX PENSION FUND

The City will comply with the statutory mandates set forth in the Illinois compiled statutes pertaining to the IMRF

ARTICLE XX WAGES

Section 1. Wages.

The below wage chart is derived from the economic terms agreed to on **Appendix A**.

<u>Parking Titles</u>	<u>1/1/2026</u>	<u>1/1/2027</u> <u>2.25%</u>	<u>1/1/2028</u> <u>2.5%</u>
Parking Enforcement Attendant	\$20.00	\$20.45	\$20.96
Parking Meter Repairman	\$26.00	\$26.59	\$27.25

Parking Titles	Dec-21	Jan-22	Jan-23	Jan-24	Jan-25
		1.75%	1.75%	1.75%	1.75%
PARKING ENFORCEMENT ATTENDANT	\$ 17.3153	\$ 17.6183	\$ 17.9266	\$ 18.2404	\$ 18.5596
PARKING METER REPAIRMAN	\$ 22.9114	\$ 23.3123	\$ 23.7203	\$ 24.1354	\$ 24.5578

Section 2. Longevity Performance Bonus.

~~Employees will be evaluated annually. Employees who complete five (5) years of service with the City of Springfield will receive an annual \$500.00 bonus, employees~~

~~completing ten (10) years of service will receive an annual \$1,000 bonus. Such bonuses do not increase the employees' hourly rate of pay.~~

~~Employees will be evaluated annually. Employees who complete one (1) year of service with the City of Springfield will receive an annual bonus of \$100. Employees who complete five (5) years of service with the City of Springfield will receive an annual \$600.00 bonus, employees completing ten (10) years of service will receive an annual \$1,000 bonus. Such bonuses do not increase the employees' hourly rate of pay. Employees who complete twenty (20) years of service with the City of Springfield will receive a one time bonus of \$2,500, thereafter the employee shall continue to receive an annual \$1,000 bonus. Employees who complete twenty-five (25) years of service with the City of Springfield will receive a one time bonus of \$3,500, thereafter the employee shall continue to receive an annual \$1,000 bonus.~~

~~Section 3. Work Place Safety Incentive.~~

~~All employees covered under this Agreement who work safely in accordance with all safety rules, have no lost time accidents or recordable injury in a contract year, shall receive a safety incentive on July 1st of each year through the duration of this Agreement.~~

~~The incentive shall be administered as follows:~~

<u>Years</u>	<u>Incentive</u>
1-4	\$250
5	\$750
6-9	\$350
10	\$1,350
11-14	\$450
15	\$1,950
16-19	\$550
20	\$2,550
21-24	\$650
25	\$3,150
26-29	\$750
30	\$3,900

~~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 recordable injury will receive 50% of the incentives. Employees who were covered under a different collective bargaining agreement with a Safety Incentive program will have years counted if consecutive with years under this~~

Agreement.

DRUG AND ALCOHOL TESTING

Section 1 : All employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any accident report or any accident which results in fatality, injuries requiring transportation to a medical facility, disabling damage to any vehicle or property or a citation under state or local law for a moving violation arising from an accident.

Section 2: A positive drug test result will occur at the initial or confirmatory test cut off levels if the test results are equal to or greater than the levels established in 49 CFR 40.87, as amended, as follows:

Initial test analyte	Initial test concentration	cutoff	Confirmatory analyte	test	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL		THCA ¹		15 ng/mL
Cocaine metabolites	150 ng/mL		Benzoyllecgonine		100 ng/mL
Opiate metabolites					
Codeine/Morphine ²	2000 ng/mL		Codeine		2000 ng/mL
			Morphine		2000 ng/mL
6-Acetylmorphine	10 ng/mL		6-Acetylmorphine		10 ng/mL
Phencyclidine	25 ng/mL		Phencyclidine		25 ng/mL
Amphetamines ³					
AMP/MAMP ⁴	500 ng/mL		Amphetamine		250 ng/mL
			Methamphetamine ⁵		250 ng/mL
MDMA ⁶					
	500 ng/mL		MDMA		250 ng/mL
			MDA ⁷		250 ng/mL
			MDEA ⁸		250 ng/mL

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

² Morphine is the target analyte for codeine/morphine testing.

³ Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

⁴ Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

⁵ To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

⁶ Methylendioxyamphetamine (MDMA).

⁷ Methylendioxyamphetamine (MDA).

⁸ Methylendioxyethylamphetamine (MDEA).

The parties agree to follow any changes in cut off levels as determined by the Federal Regulations, 40 CFR 40.87.

Testing for cannabis based on reasonable suspicion shall be supported by the good faith belief that there is some impairment of the employee while at the workplace, while

engaged in work for the employer or while on call subject to the definition of those terms in the Cannabis Regulation and Tax Act, 410 ILCS 705/10-50.

Section 3:Discipline

Upon the return of a positive drug or alcohol test, the following will result:

If an alcohol test results in an alcohol concentration of .02 or more, but less than .04:

1. First Offense – The employee will be immediately removed from the performance of his/her duties for at least twenty-four (24) hours or until the start of the employee's next regular shift (whichever is later). The employee will also receive a mandatory referral to the Employee Assistance Program (EAP).
2. Second Offense – The employee will be suspended for 10 days without pay and must agree to sign a Return-to-Duty Contract.
3. Third Offense – The employee will be terminated.

If an alcohol test results in an alcohol concentration of .04 or greater:

1. First Offense – The employee will be subject to a minimum 15 day suspension without pay and must agree to sign a Return-to-Duty Contract, if applicable.
2. Second Offense – Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated.*

*If an employee has previously tested positive for drugs and/or alcohol (.02 or greater), an alcohol concentration of .04 or greater shall be considered a Second Offense under this Section and the employee will be automatically terminated.

If a drug test result is positive:

1. First Offense – The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.

- (a) Any employee who does not test positive for drugs and/or alcohol within five (5) years of his or her previous test will be treated as if the first positive test did not occur.
2. Second Offense – Any employee who test positive for drugs and/or alcohol within five (5) years of his or her positive test will be automatically terminated.

Section 4: Compliance with Testing Requirements Any employee subject to drug and alcohol testing who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and his or her employment terminated.

Section 5: A refusal to test shall be considered a positive test. Refusal can include, but is not limited to, an inability to provide a specimen or sample without a valid medical explanation, as well as verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

Section 6: Return-to-Duty Contracts An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. Violation of the Return-to-Work Contract is grounds for discharge. The contract shall include, but is not limited to the following:

1. A release-to-work statement from an approved Substance Abuse Professional (SAP) prior to returning to work.
2. An agreement from the employee to complete any recommended treatment or rehabilitation programs.
3. A negative test for drugs and/or a less than .02 test result for alcohol prior to returning to work. The employee will be responsible for the cost of such testing.
4. An agreement to unannounced frequent follow-up testing.
5. A statement of expected work-related behaviors prior to returning to work.

Section 7: Confidentiality Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanation provided by the Medical Review Officer (MRO) shall be confidential. Such

records and explanations 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 the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

ARTICLE XXII MISCELLANEOUS

Section 1. Uniform Allowance.

All purchases made under this provision will be made through the City and with the City's approval. The Employer shall furnish various articles of clothing as per this section of the Agreement. Where uniforms or safety shoes are provided, employees shall wear them at all times. Items are replaced on an as needed basis and employees will be expected to take due care in the use of these items. Replacement of these items will be made upon return of the damaged or worn out item or items and only if the Employer agrees on the need for replacement. Employees will be responsible for replacement of lost items.

All employees covered under this agreement shall be required to furnish and wear the following work clothing items:

Plain white long or short sleeve oxford or polo type shirt. / ~~Pa~~ dark blue work pant or shorts. / Black work shoes or tennis shoes.

All clothing must be clean and in original condition with alteration (i.e. cutoff shorts or sleeves are unacceptable; printing or writing on clothing is unacceptable).

~~Effective January 1, 2016~~ Employees will be compensated ~~\$500.00~~ ~~400.00~~ per year to purchase navy blue khaki style pants (no sweat pants or blue jeans) ~~black work black or otherwise mutually agreed upon~~ shoes, tennis shoes or black boots.

The City will provide the following items:

1 Light weight coat every three years. / 1 Heavy winter coat every

three years. / 5 Winter shirts each year. / 5 Summer shirts each year

Section 2. Breaks.

A sixty (60) minute unpaid lunch break shall be taken when duty allows. In addition, for employees working at least eight (8) hours per day, two (2) breaks of fifteen (15) minutes each shall be allowed.

Section 3. Pay Day.

The Employer shall pay employees every two (2) weeks. The Employer may make changes in the payday or pay period after notification and discussion with the Union. Effective January 1, 2016, all employees' paychecks shall be issued through direct deposit.

Section 4. Vacant Shifts.

If at any time a shift has to be filled, it will be offered to a full-time, off-duty attendant. The vacancies will be filled by off-duty personnel and by seniority.

Employees shall be paid at the rate of one and one-half (1 1/2) hours for each hour worked beyond eight (8) hours in each workday.

Section 5. Inclement Weather.

The decision whether or not employees in the bargaining unit will work at temperatures twelve (12) degrees Fahrenheit or below according to the Weather Channel will be made by the judgment of the Division Manager upon conferring with the Union steward.

The decision whether or not employees in the bargaining unit will work at temperatures ninety-nine (99) degrees Fahrenheit or higher (or equivalent heat index score) according to the Weather Channel will be made by the judgment of the Division Manager upon conferring with the Union steward.

Section 6. Printing of Agreement.

The Union shall be responsible for the printing or necessary copies of this Agreement.

The Union shall distribute one (1) copy to each bargaining unit employee covered by this Agreement and shall also provide a copy to each new bargaining unit employee, regardless of Union membership or status, upon employment.

Section 7. 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 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.

ARTICLE XXIII SAVINGS PROVISION - PARTIAL INVALIDITY

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree immediately to negotiate alternative language to substitute for the invalidated provision.

ARTICLE XXIV COMPLETE AGREEMENT

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, it

is agreed that, for the life of this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement.

ARTICLE XXV TERMINATION

This Agreement shall be effective as of the January 1, 2026 and shall remain in full force and effect through December 31, 2028. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, sixty (60) days prior to the anniversary date, which it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date., which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties set their hands this _____ day of January, 2026.

City of Springfield

Teamsters Local Union 916

BY _____

BY _____

Misty Buscher, Mayor

Union President

BY _____

Union Business Agent

APPENDIX A

Economic Terms:

Due upon signing	\$750 lump sum
January 1, 202 6 ₂ =	<u>Parking Enforcement Attendant Rate - \$20.00</u>
	<u>Parking Meter Repairman - \$26.00</u> 1.75% to base wages
January 1, 202 7 ₃ =	<u>2.25%</u> 1.75% to base wages
January 1, 202 8 ₄ =	<u>2.5%</u> 1.75% to base wages + 1 % lump sum based on CY
	2023 (AE)
January 1, 202 5 ₅ =	1.75% to base wages + 1 % lump sum based on CY 2024
	(AE)

Overtime

~~All unscheduled overtime performed outside of normal working hours will be paid to the employee at a double time rate, for a time minimum of two double time hours when called.~~

APPENDIX B GPS TRACKING TECHNOLOGY

In regards to the installation and utilization of GPS tracking technology on security vehicles utilized by any Teamsters Local 916 security employee, the undersigned parties agree as follows:

1. The intended purpose of such equipment is to enhance the department's operational efficiency, improve services to the public, improve the safety of employees, and ensure compliance with department work rules and not for disciplinary intent.
2. This technology shall not be made available to the public unless the Employer is forced to provide such information under state, federal, or local laws.
3. Employees shall be given a brief overview of the system's capabilities and their intended use. In addition, any vehicle equipped with this technology shall have a notice affixed to the interior notifying employees that it is so equipped.
4. Suppose the Employer elects to upgrade or enhance the GPS system beyond regular software upgrades. In that case, the union shall be given advance notice and the right to bargain over the impact of such changes where appropriate

ORDINANCE FACT SHEET

DATE OF 1st READING: December 16, 2025

OFFICE REQUESTING: Human Resources

CONTACT PERSON: Nicholas Correll

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

PHONE NUMBER: (217) 789-2446

FISCAL IMPACT: See attached.

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC WORKS & TEAMSTERS LOCAL 916 EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2028.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: 1/1/2026 - 12/31/2028 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 expires on December 31, 2025 with Teamsters Local 916 (Parking Division) with the Office of Public Works. This is a new collective bargaining agreement for a three (3) year term. This agreement has been voted on and approved by the Union.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR:

CITY PURCHASING AGENT:

SIGN OFF:

(Mayor's Signature)

Date: _____

Date: 4 DEC 25

Date: _____

(Director of OPM)

12/4/25

The information supplied on this form is not confidential information.

2025-530