

AN ORDINANCE AUTHORIZIING AN ONE-YEAR CONTRACT EXTENSION UNDER CONTRACT NO. UW26-09-34 – CONTRACT FOR WORK FOR SHORELINE STABILIZATION (RIP RAP INSTALLATION) WITH NO ADDITIONAL FUNDING AUTHORITY WITH G & H MARINE FOR ALL SECTIONS OF THE SAID CONTRACT 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.

WHEREAS, Ordinance 482-12-26 awarded Contract No. UW26-09-34 – Contract for Work for Shoreline Stabilization (Rip Rap Installation) with G & H Marine (“G&H”) for one year, in the total of \$210,000.00 for the Office of Public Utilities, and

WHEREAS, the said contract allowed for an extension agreement if mutually agreed. G&H and the Utility have agreed to extend the contract, and

WHEREAS, this Ordinance extends said contract through December 31, 2026, with no additional funding authorization, and accept vendor’s offer of extension letter, a copy with the City Clerk, and

WHEREAS, it is in the best interest of the City to accept this extension as prevailing wage rates for the trades that perform the contract work, equipment costs, and material costs continue to increase.

WHEREAS, this is the first extension of said contract.

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

Section 1: The Council of the City of Springfield, Illinois, hereby authorizes a one-year contract extension through December 31, 2026, for Contract UW26-09-34 – Shoreline Stabilization (Rip Rap) with G&H, and

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

Section 3: The payment to G&H for Contract UW26-09-34 shall remain at the total maximum amount of Two-Hundred Ten-Thousand Dollars and Zero Cents (\$210,000.00) from Accounts 101-100-BC-6101-1204 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: _____

RECORDED: _____, 2026 _____

MAYOR

Approved as to legal sufficiency:

 3-12-20

Office of Corporation Counsel/ Date

Requested by the Office of Utilities/ Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: G & H Marine
CONTRACT AMOUNT: \$210,000.00 (no new funds requested)
TYPE OF AWARD: Extension

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 482-12-25, \$210,000- 1 year

INFORMATION:

According to the contractor, shore stabilization (rip rap) was unable to be performed within the original time frame. Due to the winter weather conditions and persistent drought, the contractor has experienced significant delays impacting their ability to perform work described in the contract. The contractor requests until December 31, 2026 to complete the work.



G&H MARINE

217.423.6684



info@ghmarine.com



2194 S Imboden Ct.
Decatur, IL 62521



February 12, 2026

Dan,

We are writing in reference to the rip-rap contract recently awarded to us by the City of Springfield, which currently carries a contract completion date early this Spring.

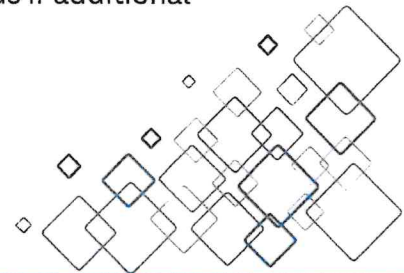
Due to ongoing winter weather conditions combined with persistent drought conditions, we have experienced significant limitations impacting our ability to perform the work as described in the contract. Current lake levels are approximately 3.48 feet below full pool, which has restricted access to much of the project shoreline. These conditions have made it impractical and, in most areas, impossible to safely and effectively perform the required rip-rap installation.

The nature of this work requires the lake level to be at or near full pool elevation in order to properly access shoreline areas and complete the work in accordance with project specifications. Until lake levels recover, progress on substantial portions of the project will remain limited or unachievable.

Despite these challenges, we want to emphasize that we are actively preparing to proceed as conditions allow. In light of the recent winter weather conditions, frozen water, and current lake levels, we respectfully request an extension of the contract completion date. Should spring rains occur and lake levels return to full pool, we believe a revised completion timeframe of late summer to early fall would allow us to complete the work efficiently and in compliance with all contract requirements. We would suggest a completion date of September 30th just to be safe.

We appreciate the City's consideration of this request and are committed to completing the project as soon as conditions allow. Please feel free to contact us if additional information or documentation is needed.

Jeremy Garner- G&H Marine Inc.



2026-117

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

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

PHONE NUMBER: x-2609

FISCAL IMPACT: \$210,000

SUGGESTED TITLE: Contract extension/ G & H Marine/ \$210,000/ for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: G & H Marine VENDOR NO: _____

CONTRACT TERM: 1 year 3/1/26 to 12/31/26 Change in Scope Yes No

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

Method of Purchase (check one)

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

Previous Ord #'s 482-12-25

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	100	BC	6101	1204	\$210,000
2						
3						
4						

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

STAFF ANALYSIS

The Ordinance is for an extension for time to install shore stabilization (rip rap) for Lake Springfield. Contract #26-09-34.

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica
 Date: 2026.02.20 12:15:09 -06'00'

DIRECTOR / SUPERVISOR: Todd LaFountain
Digitally signed by Todd LaFountain
 Date: 2026.02.19 08:30:50 -06'00'

CITY PURCHASING AGENT: [Signature]

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

Date: _____

Date: _____

Date: 2-24-2026

[Signature] **Brown, Doug**
 (Director of OBM) **2/26/26**

Digitally signed by Brown, Doug
 Date: 2026.02.20 08:38:26 -06'00'

The information supplied on this form is not confidential information.

2026-117

AN ORDINANCE ACCEPTING AND AUTHORIZING AN AGREEMENT WITH SIEMENS INDUSTRY INC. FOR THE PROCUREMENT OF COMPACT MODULAR RECLOSERS (CMR) IN AN AMOUNT NOT TO EXCEED \$67,034.00 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 of its government affairs, and

WHEREAS, Ordinance 385-10-25 accepted and authorized the execution of the U.S. Department of Energy's ("DOE") Federal Formula Grant Funding: Section 40101(D) – Preventing outages and enhancing the resilience of the electrical grid opportunity CSFA #: 560-00-33393, and

WHEREAS, this Ordinance authorizes an agreement with Siemens Industry Inc. ("Siemens") for Compact Modular Reclosers (CMR) in an amount not to exceed \$67,034.00 which will be funded through this grant, \$53,605.20 will be provided by the DOE and \$13,428.80 will be provided by the City of Springfield, and

WHEREAS, the Office of Public Utilities will pay Siemens directly and be reimbursed by the U.S. Department of Energy per the grant, and

WHEREAS, it is in the best interest of the City of Springfield Office of Public Utilities to authorize an agreement with Siemens, copies of which shall be on file with the City Clerk, in relation the project being funded by the said grant funds.

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

Section 1: The City Council hereby approves payment to Siemens for Compact Modular Reclosers (CMR) in the amount of Sixty-Seven Thousand Thirty-four Dollars and No Cents (\$67,034.00) for the City of Springfield Office of Utilities.

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

Section 3: The payment to Siemens for the total maximum amount of Sixty-seven Thousand Thirty-four Dollars and No Cents (\$67,034.00) from Account Number 102-100-CBAB-3662-2313 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: _____

RECORDED: _____, 2026 _____

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 3-12-26
Office of the Corporation Council

Requested by the Office of Public Utilities/ Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Siemens Industry Inc.

CONTRACT AMOUNT: \$67,034.00*

TYPE OF AWARD: Sole Source

RELATED ORDINANCE INFORMATION:

Related: Ordinance # 385-10-25: AN ORDINANCE ACCEPTING U.S. DEPARTMENT OF ENERGY'S FEDERAL FORMULA GRANT FUNDING: SECTION 40101(D) - PREVENTING OUTAGES AND ENHANCING THE RESILIENCE OF THE ELECTRIC GRID OPPORTUNITY CSFA #: 560-00-3393 FROM THE ILLINOIS FINANCE AUTHORITY IN THE AMOUNT OF \$1,127,470.00 FOR THE OFFICE OF PUBLIC UTILITIES

INFORMATION:

This ordinance authorizes the purchase of high-voltage sectionalizing devices for overhead lateral applications on the electric distribution system, manufactured by Siemens, and purchased directly from the manufacturer. Specifically, CWLP plans to procure Compact Modular Recloser (CMR) units for both single- and three-phase locations as part of a phased pilot project intended to evaluate advanced circuit protection, sectionalizing, and control capabilities on the distribution system.

The CMR units were selected based on required technical features and compatibility CWLP's existing infrastructure and operational platforms. This equipment must integrate with components and systems currently installed on the distribution system, including existing protection schemes and communications networks. In addition, the CMR units have been evaluated for compatibility with future planned systems to ensure scalability and long-term interoperability as the distribution system continues to modernize.

Due to these technical constraints and system requirements, CWLP Electric Transmission and Distribution staff conducted an engineering evaluation to match available equipment options to the specific operational and technical needs of the system. Based on this evaluation, Siemens CMR units, across both single- and three-phase applications, were identified as the appropriate solution to meet current performance requirements while also supporting future enhancements to protection, automation, and monitoring.

Siemens is the original equipment manufacturer of the requested CMR units. CWLP has consulted directly with the manufacturer, who has advised that pricing offered to CWLP represents the lowest

available price. CWLP would receive the same pricing whether purchasing directly from the manufacturer or through a distributor, and the equipment cannot be procured at a lower cost through a third-party distributor.

Based on the OEM status, technical requirements, system compatibility constraints, and pricing structure, CWLP is requesting that the purchase of Siemens Compact Modular Recloser units and related components be considered a sole source purchase through the manufacturer.


This purchase will be funded in part by the U.S. Department of Energy Federal Formula Grant Funding under Section 40101(d), which was previously approved by City Council in Ordinance No. 385-10-25. Of the total project cost, CWLP will provide a required cash match of \$13,428.80, with the remaining \$53,605.20 funded through the federal grant. The use of these funds aligns with the grant's objectives to enhance grid resilience, improve reliability, and modernize aging electric distribution infrastructure.



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

MEMORANDUM

TO: Emily Rosenberger

FROM: Anthony Quinones – Assistant Purchasing Agent 

DATE: March 3, 2026

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet concerning Siemens Industry Inc., for purchase of six (6) Siemens Modular Reclosers in an amount not to exceed \$67,034.00 for CWLP – Office of Public Utilities.

Based on the information provided, Siemens Industry Inc. is the Original Equipment Manufacturer (OEM)/Distributor and is therefore the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

PHONE NUMBER: x-2609

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

FISCAL IMPACT: \$67,034.00

SUGGESTED TITLE: Purchase of Six (6) Siemens Modular Reclosers/ Siemens Industry Inc./ \$67,034.00/ for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Siemens Industry Inc. VENDOR NO: _____

CONTRACT TERM: 1 year 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: Sole Source - OEM
- Exception: _____
- Code Provision: _____

Previous Ord #'s 385-10-25

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	102	100	CBAB	3662	2313	\$67,034.00
2						
3						
4						

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

STAFF ANALYSIS

This ordinance authorizes the purchase of high-voltage sectionalizing devices for overhead lateral applications on the electric distribution system, manufactured by Siemens, and purchased directly from the manufacturer. CWLP plans to procure Compact Modular Recloser (CMR) units for both single- and three- phase locations as part of the phased pilot project intended to evaluate advanced circuit protection, sectionalizing and control capabilities on the distribution system. This equipment must integrate with components and systems currently installed on the distribution system. Due to the technical constraints and system requirements, CWLP Electric Transmission and Distribution Staff conducted an engineering evaluation to match available equipment options to the specific operational and technical needs of the system. Siemens is the original equipment manufacturer of the requested CMR units. CWLP consulted directly with the manufacturer, who has advised that the pricing offered to CWLP represents the lowest available price. This purchase will be funded in part by the U.S. Department of Energy Federal Formula Grant Funding under Section 40101(d), which as previously approved by the City Council Ordinance 385-10-25. CWLP will provide a required cash match of \$13,428.80, with the remaining \$53,605.20 funded through the Federal Grant.

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica Date: 2026.03.02 14:15:38 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: Scott Rogers
Digitally signed by Scott Rogers Date: 2026.03.02 10:06:57 -06'00'

Date: _____

Brown, Doug
Digitally signed by Brown, Doug Date: 2026.03.02 12:38:10 -06'00'

CITY PURCHASING AGENT: _____

Date: 3/3/2026

SIGN OFF: _____
(Mayor's Signature) GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2026-118

AN ORDINANCE ACCEPTING AND AUTHORIZING AN AGREEMENT WITH G & W ELECTRIC COMPANY FOR THE PROCUREMENT OF VIPER-ST RECLOSERS IN AN AMOUNT NOT TO EXCEED \$175,580.00 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 of its government affairs, and

WHEREAS, Ordinance 385-10-25 accepted and authorized the execution of the U.S. Department of Energy's ("DOE") Federal Formula Grant Funding: Section 40101(D) – Preventing outages and enhancing the resilience of the electrical grid opportunity CSFA #: 560-00-33393, and

WHEREAS, this Ordinance authorizes an agreement with G & W Electric Company. ("G&W") for Viper-ST Reclosers in an amount not to exceed \$175,580.00 which will be funded through this grant, \$147,905.80 will be provided by the DOE and \$27,674.20 will be provided by the City of Springfield, and

WHEREAS, the Office of Public Utilities will pay G&W directly and be reimbursed by the U.S. Department of Energy per the grant, and

WHEREAS, it is in the best interest of the City of Springfield Office of Public Utilities to authorize an agreement with G&W, copies of which shall be on file with the City Clerk, in relation the project being funded by the said grant funds.

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

Section 1: The City Council hereby approves payment to G&W for Viper-ST Reclosers in the amount of One Hundred Seventy-Five Thousand Five Hundred Eighty and No Cents (\$175,580.00) for the City of Springfield Office of Utilities.

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

Section 3: The payment to G&W for the total maximum amount of One Hundred Seventy-Five Thousand Five Hundred Eighty and No Cents (\$175,580.00) from Account Number 102-100-CBAB-3662-2313 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: _____

RECORDED: _____, 2026 _____

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 3-12-20

Office of the Corporation Council

Requested by the Office of Public Utilities/ Mayor Buscher

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: G&W Electric Co.

CONTRACT AMOUNT: \$175,580.00*

TYPE OF AWARD: Sole Source

RELATED ORDINANCE INFORMATION:

Related: Ordinance # 385-10-25: AN ORDINANCE ACCEPTING U.S. DEPARTMENT OF ENERGY'S FEDERAL FORMULA GRANT FUNDING: SECTION 40101(D) - PREVENTING OUTAGES AND ENHANCING THE RESILIENCE OF THE ELECTRIC GRID OPPORTUNITY CSFA #: 560-00-3393 FROM THE ILLINOIS FINANCE AUTHORITY IN THE AMOUNT OF \$1,127,470.00 FOR THE OFFICE OF PUBLIC UTILITIES

INFORMATION:

This ordinance authorizes the purchase of high-voltage sectionalizing devices, including three-phase distribution reclosers for overhead applications on the electric distribution system, manufactured by G&W Electric. Specifically, CWLP plans to procure Viper-ST Solid Dielectric three-phase reclosers as part of a phased pilot project intended to evaluate advanced distribution protection, sectionalizing, and control capabilities on the electric distribution system.

The Viper-ST recloser units were selected based on required technical features and compatibility with CWLP's existing infrastructure and operational platforms. Distribution reclosers must integrate with components and systems currently installed on the distribution system, including existing communication and control systems, protection coordination schemes, operational requirements, and established construction and maintenance practices. In addition, the Viper-ST units have been evaluated for compatibility with future planned systems to ensure scalability and long-term interoperability as the distribution system continues to modernize.

Due to these technical constraints and system requirements, CWLP Electric Transmission and Distribution staff conducted an engineering evaluation to match available equipment options to the specific operational and technical needs of the system. Based on this evaluation, G&W Electric Viper-ST three-phase reclosers were identified as the appropriate solution to meet current performance requirements while supporting future enhancements to protection, automation, and monitoring. CWLP has previously deployed two Viper-ST units and is recommending continuation of this pilot through the purchase of an additional five units.

Based on the technical requirements, prior pilot deployment, distributor exclusivity, and pricing structure, CWLP is requesting that the purchase of the specified G&W Electric Viper-ST reclosers be considered a sole source purchase directly from the manufacturer.


This purchase will be funded in part by the U.S. Department of Energy Federal Formula Grant Funding under Section 40101(d), which was previously approved by City Council in Ordinance No. 385-10-25. Of the total project cost, CWLP will provide a required cash match of \$27,674.20, with the remaining \$175,580.00 funded through the federal grant. The use of these funds aligns with the grant's objectives to enhance grid resilience, improve reliability, and modernize aging electric distribution infrastructure.



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

MEMORANDUM

TO: Emily Rosenberger

FROM: Anthony Quinones – Assistant Purchasing Agent 

DATE: March 6, 2026

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet concerning G&W Electric Company for purchase of Viper-ST Three Phase Reclosers for advanced distribution protection, sectionalizing and control capabilities on the electric system in an amount not to exceed \$175,580.00 for CWLP – Office of Public Utilities.

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the city to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

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

PHONE NUMBER: x-2609

FISCAL IMPACT: \$175,580.00

SUGGESTED TITLE: Purchase/ Viper-ST Three Phase reclosures/ G&W Electric Company/ \$175,580.00/ For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: G&W Electric Company

VENDOR NO: VC000004392

CONTRACT TERM: 1 year Change in Scope Yes No

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

Method of Purchase (check one)

Previous Ord #'s 385-10-25

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

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	102	100	CBAB	3662	2313	\$175,580.00
2						
3						
4						

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

STAFF ANALYSIS

This Ordinance authorizes the purchase of high-voltage sectionalizing devices, including three-phase distribution reclosers for overhead applications on the electric distribution system, manufactured by G&W Electric. CWLP plans to procure Viper-ST Solid Dielectric three-phase reclosers as part of a phased pilot project intended to evaluate advanced distribution protection, sectionalizing, and control capabilities on the electric system. The Viper-ST recloser units were selected based on required technical features and compatibility with CWLP's existing infrastructure. Due to these technical restraints and system requirements, CWLP Electric Transmission and Distribution Staff conducted an engineering evaluation to match available equipment options to specific operational and technical needs of the system. Viper-ST three-phase reclosers were identified as the appropriate solution.

This purchase will be funded in part by the US Department of Energy Federal Formula Grant Funding under Section 40101(d), which was approved by City Council in Ordinance No. 385-10-25. The total project costs is \$175,580.00, which CWLP is required to match \$27,674.20.

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica Date: 2026.03.04 08:47:29 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: Scott Rogers
Digitally signed by Scott Rogers Date: 2026.03.03-14:22:08 -06'00'

Date: _____ Brown, Doug
Digitally signed by Brown, Doug Date: 2026.03.04 08:24:38 -06'00'

CITY PURCHASING AGENT: _____

Date: 3/6/2026

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

(Director of OBM)

The information supplied on this form is not confidential information.

**AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE26-12-53 –
RELATIVE ACCURACY TEST AUDITS FOR CEMS WITH MOSTARDI-PLATT
ASSOCIATES LLC IN A TOTAL AMOUNT NOT TO EXCEED \$254,940.00, 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.

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE21-09-36 – Relative Accuracy Test Audits for CEMS, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE26-12-53 was placed, and

WHEREAS, Mostardi-Platt Associates LLC (“Mostardi-Platt”) submitted the lowest bid, meeting specifications, for \$244,940.00, and

WHEREAS, the Office of Public Utilities is requesting a field modifications allowance in an amount not to exceed \$10,000.00 to cover possible charges for unanticipated delays that may be caused by weather problems, 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. UE26-12-53.

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

Section 1: The Council of the City of Springfield, Illinois hereby approves and accepts the bid from Mostardi-Platt for Contract UE26-12-53– RATAs for Continuous Emissions Systems (CEMS) in the amount not to exceed Two hundred Forty-Four Thousand, Nine Hundred Forty Dollars and No Cents (\$244,940.00) and a field modification allowance of Ten Thousand Dollars and No Cents (\$10,000.00), for a total amount not to exceed Two hundred fifty-four thousand, Nine Hundred Forty Dollars and No Cents (\$254,940.00) for the Office of Public Utilities.

Section 2: The Mayor and the City Clerk are hereby authorized and empowered to execute said contract with Mostardi-Platt on behalf of the Office of Public Utilities.

Section 3: The payment to Mostardi-Platt for the total of Two hundred fifty-four thousand, Nine Hundred Forty Dollars and No Cents (\$254,940.00) from Account No. 102-400-FD-7715-1218 is hereby authorized, approved, and directed.

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

PASSED: _____, 2026

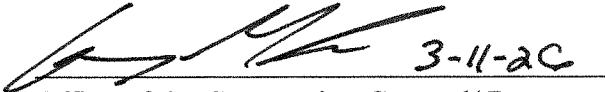
SIGNED: _____

RECORDED: _____, 2026

MAYOR

ATTEST: _____

Approved as to Legal Sufficiency:

 3-11-26

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: Mostardi-Platt Associates, LLC
CONTRACT AMOUNT: \$244,940.00
TYPE OF AWARD: Low Bid Meeting Specs / UE26-12-53

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 538-12-23, UE24-08-52, Grace Consulting, CEMS, 1 year, \$299,700.00 plus field modification amount of \$10,000.00.

INFORMATION:

Grace Consulting submitted the lowest base-priced bid for UE26-12-53. However, its proposal included a cancellation and postponement penalties of 30% of the projects value for less than 10 business days' notice and 50% for less than 5 business days' notice. These terms are materially inconsistent with Section 18 of the bid specifications, which caps percentage-based penalties at 25%, requires all charges to be limited to actual, documented, non-refundable costs, and in many common situations limits recovery to capped labor hours or modest planning fees rather than percentage penalties. Grace did not expressly agree that Section 18 would control over its standards.

Air emissions at Dallman Unit 4 and the Interstate Combustion Turbine is frequently affected by circumstances outside the contractor's control – such as unit load constraints and forced outages – that routinely causes test delays or rescheduling. Under Grace's proposed penalty structure, these common events would like produce escalating costs and subsequent change orders, creating a significant risk of contract overruns before the end of the performance period.

Section 18 was intentionally structured to balance contractor cost recovery with CWLP's operational risk by limiting charges to documented, unavoidable costs and capped planning fees or labor hours. When we evaluated under this framework, Mostardi-Platt represents the lowest reasonably foreseeable total cost to the City over the life of the contract, considering both base pricing and the high likelihood of routine schedule disruptions.

Accordingly, Mostardi-Platt is recommended for award as the lowest evaluated bidder.

Contract Number: UE26-12-53

Contract Name: Air Emissions Testing

	PROJECT OBJECTIVES ITEMS	Montrose	Mostardi-Platt	Grace Consulting
2026	2026-01: Gas (NO _x , SO ₂ , CO ₂)/Flow RATAs – 40CFR75 monitoring systems at Dallman 4. The gas RATA (NO _x , SO ₂ , CO ₂) shall consist of one load level with a minimum of twelve (12) runs, and the flow RATA shall consist of two load levels with a minimum of twelve (12) runs at each load level, using a 3-D flow probe consistent with Method 2F.	\$24,510	\$13,381	
	2026-02: Gas (SO ₂ , CO ₂) RATA - 40CFR60 Inlet gas monitor at Dallman 4 with a minimum of twelve (12) runs.	\$15,372	\$3,867	
	2026-03: Mercury RATA – Certification of the Dallman 4 sorbent trap system using Method 30B for the IL Hg Rule and the Mercury Air Toxics Rule (MATS). The Contractor will provide mercury traps for the Dallman sorbent trap systems. Mercury traps must be analyzed on-site for draft results.	\$18,604	\$12,923	
	2026-04: Initial PM Correlation Curve Development and Response Correlation Audit for PM CEMs – Testing on a newly-installed PM monitor at Dallman 4 using 40 CFR 60, Appendix B Performance Specification 11 and Appendix F Procedure 2 using Methods 5 and 5B with a front half filter temperature of 320° ± 25° F per the MATS Rule. Twenty (20) test runs in total. Testing will be completed in a five-day window. The Proposal Elements section of this document details additional procedural requirements for this testing.	\$43,970	\$38,287	
	2026-05: Particulate Matter Tests – Dallman 4 using MATS Reference Method 5 (with a front half filter temperature of 320° ± 25°F) as well as Reference Method 5B for NSPS compliance.	\$16,265	\$8,451	
	2026-06: Mercury Test – One (1) 3-run test for Mercury at Dallman 4 (Method 30B) for IL Hg Rule LME.	\$13,960	\$11,893	
	2026-07: Mercury Test – One (1) 3-run test for Mercury at Dallman 4 (Method 30B) for IL Hg Rule LME.	\$13,960	\$11,893	
	2026-08: MATS Rule Mercury Low Emitting EGU (LEE) 30-day Performance Test – Dallman 4 LEE qualification test with a minimum of 30-days of valid mercury data (Method 30B)	\$33,564	\$6,182	
	2026-09: Particulate Matter – Dallman 4 Quarterly MATS Rule compliance - 1st quarter (MATS PM Method 5 with 3-hr run durations).	\$16,353	\$4,790	
	2026-10: Particulate Matter– Dallman 4 Quarterly MATS Rule compliance – 2nd quarter (MATS PM Method 5 with 3-hr run durations).	\$16,353	\$4,790	
	2026-11: Particulate Matter – Dallman 4 Quarterly MATS Rule compliance – 3rd quarter (MATS PM Method 5 with 3-hr run durations).	\$16,353	\$4,790	
	2026-12: Particulate Matter – Dallman 4 Quarterly MATS Rule compliance – 4th quarter (MATS PM Method 5 with 3-hr run durations).	\$16,353	\$4,790	
	2026-13: Interstate Particulate Matter / Volatile Organics / Carbon Monoxide – Two fuels (natural gas and fuel oil) at Interstate Turbine. Two single-load tests, one for each fuel (Methods 5, 10, and 25A). Manlift required.	\$29,009	\$24,304	Did Not Meet Specifications
2027	2027-01: Gas (NO _x , SO ₂ , CO ₂)/Flow RATAs – 40CFR75 monitoring systems at Dallman 4. The gas RATA (NO _x , SO ₂ , CO ₂) shall consist of one load level with a minimum of twelve (12) runs, and the flow RATA shall consist of two load levels with a minimum of twelve (12) runs at each load level, using a 3-D flow probe consistent with Method 2F.	\$24,510	\$13,783	
	2027-02: Gas (SO ₂ , CO ₂) RATA - 40CFR60 Inlet gas monitor at Dallman 4 with a minimum of twelve (12) runs.	\$15,372	\$3,983	
	2027-03: Mercury RATA – Certification of the Dallman 4 sorbent trap system using Method 30B for the IL Hg Rule and the Mercury Air Toxics Rule (MATS). The Contractor will provide mercury traps for the Dallman sorbent trap systems. Mercury traps must be analyzed on-site for draft results.	\$18,604	\$13,310	
	2027-04: Relative Response Audit for PM CEMs – One (1) test on the Dallman 4 PM monitor using 40 CFR 60, Appendix B Performance Specification 11 and Appendix F Procedure 2 using Methods 5 and 5B with a front half filter temperature of 320° ± 25° F per the MATS Rule. Three (3) test runs in total. The Proposal Elements section of this document details additional procedural requirements for this testing.	\$21,124	\$4,933	
	2027-05: Particulate Matter Tests – Dallman 4 using MATS Reference Method 5 (with a front half filter temperature of 320° ± 25°F) as well as Reference Method 5B for NSPS compliance. Data will be compiled in two individual reports to satisfy separate regulatory requirements - NSPS and MATS PM LEE qualification.	\$16,265	\$8,704	
	2027-06: Mercury Test – 3-run test for Mercury at Dallman 4 (Method 30B) for IL Hg Rule LME.	\$13,960	\$11,893	
	2027-07: Mercury Test – 3-run test for Mercury at Dallman 4 (Method 30B) for IL Hg Rule LME.	\$13,960	\$11,893	
	2027-08: MATS Rule Mercury Low Emitting EGU (LEE) 30-day Performance Test – Dallman 4 LEE qualification test with a minimum of 30-days of valid mercury data (Method 30B).	\$33,564	\$6,368	
	2027-09: Particulate Matter – Dallman 4 Quarterly MATS Rule compliance - 1st quarter (MATS PM Method 5 with 3-hr run durations).	\$16,353	\$4,933	
	2027-10: Particulate Matter– Dallman 4 Quarterly MATS Rule compliance – 2nd quarter (MATS PM Method 5 with 3-hr run durations).	\$16,353	\$4,933	
	2027-11: Particulate Matter – Dallman 4 Quarterly MATS Rule compliance – 3rd quarter (MATS PM Method 5 with 3-hr run durations).	\$16,353	\$4,933	
	2027-12: Particulate Matter – Dallman 4 Quarterly MATS Rule compliance – 4th quarter (MATS PM Method 5 with 3-hr run durations).	\$16,353	\$4,933	
TOTAL	\$497,397	\$244,940	\$0	

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

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

PHONE NUMBER: x-2609

FISCAL IMPACT: \$254,940.00

SUGGESTED TITLE: Authorizing contract/ Mostardi- Platt/ \$244,940.00/ for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Mostardi- Platt Associates LLC VENDOR NO: VC0000002313

CONTRACT TERM: 2 years 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: Bid Contract
- Exception: _____
- Code Provision: _____

Previous Ord #'s 490-12-20

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	102	400	FD	7715	1218	\$254,940.00
2						
3						
4						

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

STAFF ANALYSIS

The ordinance would award contact UE26-12-53 to Mostardi- Platt as the lowest responsive bidder.

Air emissions testing at Dallman Unit 4 and the Interstate Combustion Turbine is frequently affected by circumstances outside the contractor's control -- such as unit load constraints and forced outages -- that routinely cause test delays or rescheduling. Therefore, UE26-12-53, required bidders to limit penalties for cancellation or postponement to no more than 25% to prevent escalating costs and contract overruns before the end of the performance period.

Grace Consulting submitted the lowest base-bid but included cancellation and postponement penalties of 30% of the project value for less than 10 business days' notice and 50% for less than 5 business days notice. Since this bid did not meet the contract specifications, Mostardi- Platt is recommended for award as the lowest evaluated bidder.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Brown, Doug Date: 2026.03.02 12:16:04 -0600

CITY PURCHASING AGENT: _____

SIGN OFF: _____
(Mayor's Signature) GEA

Dakota Capranica Digitally signed by Dakota Capranica Date: 2026.03.02 14:11:26 -0600
Date: _____
Date: 2/24/2026
Date: 3/3/2026

(Director of OBM)

The information supplied on this form is not confidential information.

2026-120

AN ORDINANCE AUTHORIZING ADDENDUM I TO A PROFESSIONAL SERVICE AGREEMENT WITH LARRY TEBRUGGE FOR ASSISTANCE WITH THE COMPUTER ASPECT OF THE ERP UPGRADE AND TRAINING WITHIN THE UTILITIES INFORMATION SYSTEMS DIVISION AND AUTHORIZING ADDITIONAL FUNDING FOR SAID ADDENDUM IN AN AMOUNT OF \$30,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$55,000.00, 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.

WHEREAS, the Office of Budget and Management previously approved a Professional Services Agreement (OBM NB26-271U) with Larry Tebrugge to provide assistance with Information Systems Division (“ISD”) aspect of the Commercial Office Systems and training of the Office of Public Utilities in an amount not to exceed \$25,000.00, and

WHEREAS, this Ordinance authorizes Addendum I to the contract and authorizes additional funding. It will increase the number of hours by an additional 477 hours, for a total not to exceed 873 hours and to increase the funding for this agreement by \$30,000.00, for a grand total amount not to exceed \$55,000.00.

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 agreements and the additional expenditure in an amount not to exceed Fifty-Five Thousand Dollars and No Cents (\$55,000) the Professional Service Agreement with Larry Tebrugge to provide assistance with ISD, Commercial Office Systems 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 Larry Tebrugge for the total maximum amount of Fifty-Five Thousand Dollars and No Cents (\$55,000.00) 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.

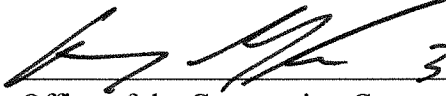
PASSED: _____, 2026 SIGNED: _____

RECORDED: _____, 2026 _____

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 3-12-26

Office of the Corporation Counsel/ Date

Requested by the Office of Public Utilities/ Mayor Buscher

ADDENDUM I
TO
CONTRACTUAL SERVICES AGREEMENT WITH LARRY TEBRUGGE

The City of Springfield, Illinois (“City”) and Larry Tebrugge (“Contractor”), pursuant to the Contractual Services Agreement executed October 6, 2025 (the “Agreement”), agree to change the following provision:

SECTION III

Contract Price

The City shall pay Contractor at the rate of \$63.00 per hour for actual hours worked with a limit of \$55,000.00 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 \$55,000.00 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 *GBM*

Date

Larry Tebrugge

LARRY TEBRUGGE

3-2-24

Date

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Larry Tebrugge
CONTRACT AMOUNT: \$55,000
TYPE OF AWARD: Contractual Agreement

PRIOR ORDINANCE INFORMATION:

Related:

INFORMATION:

This Ordinance authorizes a Professional Service Agreement with Larry Tebrugge to provide assistance with the computer aspect associated with the ERP upgrade and to train the Accounting Division personnel within the Office of Public Utilities for a total not to exceed \$55,000.00.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

PHONE NUMBER: x-2609

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

FISCAL IMPACT: \$55,000

SUGGESTED TITLE: Contract extension/ Larry Tebrugge/ \$55,000/ for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Larry Tebrugge

VENDOR NO: LA001865

CONTRACT TERM: 1 year October 6, 2025 thru October 5, 2026 Change in Scope Yes No

CONTRACT AMOUNT: See above
(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. Service
- Code Provision: _____

Previous Ord #'s NB26-271U

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	8250
2	102	300	KB	7881	1215	46750
3						
4						

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

STAFF ANALYSIS

An Ordinance authorizing a contractual services agreement with former employee, Larry Tebrugge, to provide assistance to the computer aspect of the ERP Upgrade within the Office of Public Utilities.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2026.02.24 15:30:02 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2026.02.24 13:40:37 -06'00'

Date: _____

CITY PURCHASING AGENT: [Signature]

Date: 2-24-2026
[Signature] 2/26/26
(Director of OBM)

SIGN OFF; _____
(Mayor's Signature)

2026-121

AN ORDINANCE AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HYLAND SOFTWARE, INC. FOR THE USE OF HYLAND CLOUD, A HOSTING PLATFORM FOR ONBASE ELECTRONIC PLAN REVIEW AND DOCUMENT MANAGEMENT SYSTEM, FROM JUNE 1, 2026 THROUGH MAY 31, 2027, IN AN AMOUNT NOT TO EXCEED \$131,918.00, FOR THE OFFICE OF PUBLIC WORKS AND 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, the Office of Public Works desires to enter into a professional services agreement with Hyland Software, Inc. for the use of Hyland Cloud, a hosting platform for OnBase electronic plan review and document management system for the Office of Public Works; and

WHEREAS, Hyland Software, Inc. is willing and able to provide the software, for an amount not to exceed \$131,918.00 from June 1, 2026 through May 31, 2027; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that in accordance with the requirements of Section 38.38(a) and/or Section 38.41, that Azteca Systems, LLC is a sole source vendor for this purchase and it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process, which is therefore exempt from the provisions of the City Purchasing Code; and

WHEREAS, it is in the best interest of the City to authorize this purchase with Hyland Software, Inc.

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

Section 1: That the City Council hereby authorizes the execution of a professional services agreement with Hyland Software, Inc. for the use of Hyland Cloud, a hosting platform for OnBase electronic plan review and document management system for an amount not to exceed \$131,918.00 from June 1, 2026, through May 31, 2027, for the Office of Public Works.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of \$131,918.00 to Hyland Software, Inc. as follows:

FROM ACCOUNTS	AMOUNTS
001-110-WORK-ZONE-1606	\$89,704.00
102-200-JB-7846-1605	\$35,618.00
101-200-JB-6246-1605	\$6,596.00

TOTAL: \$131,918.00

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

PASSED: _____, 2026

SIGNED: _____, 2026


RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-11-20

Office of Corporation Counsel /Date



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

MEMORANDUM

TO: Matt Gairani

FROM: Anthony Quinones – Assistant Purchasing Agent

DATE: March 4, 2026

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet concerning Hyland Software Inc., for purchase of one year cloud hosting platform for OnBase Electronic Plan Review and Document Management System in an amount not to exceed \$131,918.00 for the Office of Public Works.

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the city to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.



Quote

Hyland Reference Number: HYL073809

Parties	
Customer Name ("Customer")	City of Springfield
Hyland Entity Name ("Hyland")	Hyland Software, Inc.

Customer Information	
Billing Details	Shipping Details
Name: City of Springfield	Name: City of Springfield
Bill To Address	Ship To Address
300 South 7th Street Springfield Illinois 62701 United States	300 South 7th Street Springfield Illinois 62701 United States
Quote Details	Sales Representative
Pricing Expiration Date: June 1, 2026 Quote Reference: Q-436456	Name: Sue Corrie Email: sue.corrie@hyland.com Phone: +1.209.470.7165

SOFTWARE-AS-A-SERVICE

Product Code	Product Name	Service Class	Quantity
AKIPI1_SAAS	Encrypted Alpha Keywords		1
BSIPW1_SAAS	Bar Code Recognition Server		1
DIIPW1_SAAS	Production Document Imaging (Kofax or Twain) (1)		1
EGIPI1_SAAS	Integration for ESRI ArcGIS Server		1
EHIPI1 SAAS	Encrypted Diskgroups		1
GOVT-B-LOCAL_SAAS	Local Government Licensing Bundle		1
GV-B-MU2-CTIPC1 SAAS	Local Government Concurrent Client		10
GV-B-MU2-IDIPC1_SAAS	Local Government Full-Text Indexing Concurrent Client for Autonomy IDOL		5
GV-B-MU2-OPRIPC1 SAAS	Local Government Plan Review Concurrent Client		15
GV-B-MU2-OPRIPN1_SAAS	Local Government Plan Review Named User Client		1
GV-B-MU2-PRTIPI1_SAAS	Local Government Plan Review Integration Toolkit		1
GV-B-MU2-WLIPC1_SAAS	Local Government Workflow Concurrent Client SL		3
GV-B-MU2-WTIPW1 SAAS	Local Government Web Server		1
HYCLD-STRG-500GB	Hyland Cloud Storage (500 GB)		10
IAIPW1 SAAS	Advanced Capture		1
OBOLHOST-PLATINUM	Hosting Fee		1
OBOLHOST-PLATINUM	Hosting Fee		1
OBOLSVCS-USERTESTLITE	User Testing Lite Environment		1
OPRIPI1 SAAS	Plan Review		1
UFIPI1 SAAS	Unity Forms		1

PAYMENT SUMMARY

Start Date – End Date	Subscription Payments
June 1, 2026 - May 31, 2027	USD 131,917.88

Prices are exclusive of all taxes and governmental charges (such as duties). All invoices issued by Hyland will include all applicable taxes based on the jurisdiction in which the Customer is located. Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

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ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 3/17/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: professional services FISCAL IMPACT: \$ 131,918.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE USE OF HYLAND CLOUD. A HOSTING PLATFORM FOR ONBASE ELECTRONIC PLAN REVIEW & DOCUMENT MANAGEMENT SYSTEM FOR A PERIOD OF 1 YEAR IN AN AMOUNT NOT TO EXCEED \$131,918.00 FOR THE OFFICES OF PUBLIC WORKS AND PUBLIC UTILITIES.

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

Renewal and Extended Support Invoices _____

CONTRACTOR / VENDOR NAME: Hyland Software Inc. VENDOR NO: VC-5301

CONTRACT TERM: 6/1/2026 - 5/31/2027 CONTRACT # _____ Change in Scope Yes No

CONTRACT AMOUNT: \$131,918.00 (Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one) Previous Ord # _____

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	001	110	WORK	ZONE	1606	\$ 89,704.00
2	102	200	JB	7846	1605	\$ 35,618.00
3	101	200	JB	6246	1605	\$ 6,596.00
4						

FUNDS CHECK BY: <u>[Signature]</u>	Date: <u>03-03-2026</u>
DIRECTOR / SUPERVISOR SIGNATURE <u>[Signature]</u>	Date: <u>3 MAR 26</u>
CITY PURCHASING AGENT: <u>[Signature]</u>	Date: <u>3/17/2026</u>

COMMENTS

THIS IS AN ORDINANCE FOR THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HYLAND SOFTWARE INC. HYLAND SOFTWARE, INC. WILL MAINTAIN THE ONBASE APPLICATION, PLATFORM & INFRASTRUCTURE ON THE HYLAND CLOUD. AS WELL AS PROVIDING SUPPORT & SCALABILITY TO THE CITY AS ITS USE IS EXPANDED ACROSS CITY DEPARTMENTS. Services Period: (6/01/2026 - 5/31/2027)

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

[Signature]
(Director of OBM)

AN ORDINANCE AUTHORIZING ACCEPTANCE OF RIGHT-OF-WAY FOR MARKETPLACE DRIVE, LOCATED ON THE EAST SIDE OF MARKETPLACE DRIVE AND THE NORTH SIDE OF WALTON DRIVE, 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 desirous of obtaining right-of-way for Marketplace Drive that is approximately 151 feet; and

WHEREAS, the right-of-way is being conveyed from 2631 N. Dirksen Pkwy, LLC to the City of Springfield.

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

Section 1: The City Council hereby approves and authorizes obtaining a right-of-way from 2631 N Dirksen Pkwy, LLC for Marketplace Drive, located on the East side of Marketplace Drive and the North side of Walton Drive with the Office of Public Works. The Mayor and City Clerk authorized to execute the acceptance on behalf of the City of Springfield.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 **3-12-26**
Office of Corporation Counsel/Date



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

Stewart Title Guaranty Company
Commercial Services (Chicago)
10 South Riverside Plaza, Suite 1450
Chicago, IL 60606
Agent ID:
Prepared by: George Kintz

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File No. 23000220449

ALTA Commitment For Title Insurance (7-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION



2026-1-3

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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AMERICAN
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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Guaranty Company
Issuing Office: 10 S. Riverside Plaza, Suite 1450, Chicago, IL 60606
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 23000220449
Issuing Office File Number: 23000220449
Property Address: 2631 N Dirksen Pkwy., Springfield, IL 62702
Revision Number: 2 - Revised January 4, 2026/GK

1. Commitment Date: January 28, 2026 at 8:00am

2. Policy to be issued: **Proposed Amount of Insurance**
(a) 2021 ALTA® Owner's Policy \$900,000.00
Proposed Insured: 2631 N. Dirksen Pkwy LLC, a Delaware limited liability company

(b) 2021 ALTA® Loan Policy \$1,000.00
Proposed Insured: Lender yet to be determined

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

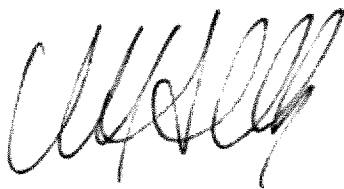
4. The Title is, at the Commitment Date, vested in:

Nelson Oil Company, Inc., an Illinois corporation

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY



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ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

The North 150 feet of the South 410 feet of the South 10 acres of all that part of the Northeast 1/4 of Section 13, Township 16 North, Range 5 West of the Third Principal Meridian that lies East of the right of way of Illinois Terminal Railroad Company formerly Springfield and Northeastern Traction Company as said right of way was established by Deed dated August 11, 1906, recorded August 17, 1906 in Book 131 of Deeds at Page 26 and that lies West of the right of way of U.S. Highway 66 By-Pass, as said right of way was established by dedication to the People of the State of Illinois, dated March 3, 1937, and recorded August 25, 1937 in Book 232 of Deeds at Page 295, except the coal underlying said land with the right to mine or remove the same by extending entries thereunder situated in Sangamon County, Illinois.

Linked document is incorrect.
The document was recorded in
1927, not 1937. Also the
document is for a lot in a
subdivision in a different
location (E1/2, SE1/4, Sec 22)

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ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 23000220449- Revision No. 2 - Revised January 4, 2026/GK

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Properly executed Deed from Nelson Oil Company, Inc., an Illinois corporation to NLD ACQUISITIONS LLC, a Texas limited liability company vesting Fee Simple title to the subject property.
6. Properly executed Mortgage from NLD ACQUISITIONS LLC, a Texas limited liability company to said lender.
7. We should be furnished a statement that there is no property manager employed to manage the land, or, in the alternative, a final lien waiver from any such property manager.
8. The company has been informed that * is a corporation. in that regard we will require the following information:
 - A. Certificate of incorporation;
 - B. Certificate of good standing;
 - C. Certificate of foreign corporation (if applicable);
 - D. Articles of incorporation;
 - E. Bylaws;
 - F. Corporate resolutions;
 - G. Certificate of incumbency.

Any changes in status must be furnished to the company prior to closing.

9. In the event of a conveyance or mortgage of the Land, the following materials relating to the limited liability company acquiring title to the Land (the LLC) should be furnished to the company:

(a) Certification from the state of organization that the LLC has properly filed its articles of organization and is in good standing;

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

- (b) Certification from the Illinois Secretary of State that the LLC has been admitted to transact business in the State of Illinois and is in good standing;
- (c) Certified copy of the LLC Articles of Organization, together with any amendments thereto;
- (d) Certified copy of the LLC Operating Agreement, together with any amendments thereto;
- (e) Certified list of incumbent managers, or of incumbent members if managers have not been appointed;
- (f) Certification that no event of dissolution has occurred; and
- (g) Certified manager or member resolution or consent authorizing the transaction and execution of the deed, mortgage or other instruments.

Note: In the event of a sale of all or substantially all of the assets of the LLC, or a sale of the LLC assets to a member or manager, we should be furnished a copy of a resolution adopted by the members of the LLC authorizing the transaction.

10. Information should be furnished establishing whether any written agreement has been entered into by and between any party or broker for the purposes of buying, selling, leasing, or otherwise conveying any interest in the land described herein, and, if any which agreement has been entered into, satisfactory evidence should be furnished establishing that the compensation agreed upon in such agreement has been paid and the broker's lien, or right to a lien, for such amount has been extinguished. In the event the evidence is not furnished, our policy or policies when issued will be subject to the following exception:

Any lien or right to a lien, imposed by law under the provisions of the Commercial Real Estate Broker Lien Act, and not shown in the public records, for compensation agreed upon by a broker and the broker's client or customer under the terms of a written agreement entered into for the purposes of buying, selling, leasing, or otherwise conveying any interest in the land and described in Schedule "A".

11. Note: The legal description shown in Schedule A describes either unsubdivided land or a portion of subdivided land. If any conveyance of the land is exempt from the operation of the provisions of the Plat Act (765 ILCS 205/1 (a) et seq.), such deed may need to be accompanied by a plat act affidavit. If any proposed deed is not exempt, compliance should be had with the provisions of the Plat Act.

Note: compliance with the provisions of the "Plat Act" Chapter 109, of the Illinois Revised Statutes, may be necessary prior to recording any conveyance of the land.

12. The standard exceptions shown in Paragraph 2 of Schedule B II will be waived from the loan policy upon review and acceptance of the following:

- a) land title survey certified to Stewart Title Guaranty Company showing the improvements on the land;
- b) a properly executed ALTA statement;

Note: if new improvements are involved we will also require customary contractors' statements, lien waivers and a survey for structural additions.

Note: there will be an additional charge for this coverage.

13. Municipal real estate transfer tax stamps (or proof of exemption) must accompany any conveyance and certain other transfers of property located in Springfield. Please contact said municipality prior to closing for its specific

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

requirements, which may include the payment of fees, an inspection or other approvals.

14. Transfer of controlling interest may be subject to state real estate transfer tax under 35ILCS-200/31-1 and county real estate transfer tax under 55 ILCS 5/5-1031. properly executed Illinois transfer declaration forms, PTAX-203, PTAX -203A, PTAX -203B and/or PTAX-NR should be submitted, if necessary.
15. The recording or filing of any deed or other instrument of conveyance may be subject to real estate transfer taxes imposed by the state of Illinois and by Sangamon County. Therefore, all deeds presented to the Company for recording must have the appropriate transfer tax stamps affixed thereto, or by properly marked exempt, and be accompanied by the applicable state of Illinois transfer and county declaration or exemption forms properly executed.
16. Note: As of the date of this Commitment, the State of Illinois transfer tax rate is \$.50 for each \$500 of value or fraction thereof, and the County transfer tax rate is \$.25 for each \$500.00 of value or fraction thereof.
17. Note for information: The State of Illinois has enacted legislation that amends the title insurance act (215 ILCS 155/et al) to require that all parties of residential transactions, and non-residential real estate transactions of under \$2,000,000.00, to receive closing protection letters.

Rule-making promulgated in connection with the legislation, establishes minimum charges for the issuance of the closing protection letters, as follows:

For all refinance transactions these charges will apply:
lender(s) - \$25.00; borrower - \$50.00

For all purchase transactions these charges will apply:
lender(s) - \$25.00; buyer - \$25.00; seller - \$50.00.

This legislation is effective January 1, 2011. The charges mentioned above will apply to all transactions scheduled to close after December 31, 2010.

18. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Until July 1, 2013, satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
19. Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow please contact your local Stewart Title office regarding the application of this new law to your transaction.
20. The invoice generated with this commitment is an estimate only. based on the information available to us at the time of application, and is subject to re-billing when final requests for services, insurance and endorsements are made and all documents to be recorded have been received.

The coverage afforded by this commitment and any policy issued pursuant thereto shall not commence prior to the date on which all charges properly billed to the company have been paid.

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

*****Customer Information*****

As of July 19, 1995, pursuant to bill, public act 87-1197, all documents recorded within the state of Illinois must meet the following requirements:

**The document shall consist of one or more individual sheets measuring 8.5 inches by 11 inches, not permanently bound and not a continuous form. Graphic displays accompanying a document to be recorded that measures up to 11 inches by 17 inches shall be recorded without charging an additional fee;

**The document shall be legibly printed in black ink, by hand, typewritten or computer generated, in at least 10 point type. signatures and dates may be in contrasting colors as long as they will reproduce clearly;

**The document shall be on white paper of not less than 20 pound weight and have a clean margin of at least 1/2 inch on the top, bottom and each side. margins may be used only for non-essential notations which will not affect the validity of the document, including but not limited to form numbers, page numbers, and customer notations;

**The first page shall contain a blank space in the upper right hand corner measuring at least 3 inches by 5 inches;

**The document shall not have any attachment stapled, taped or otherwise affixed to any page.

Note: The recorders offices throughout the State of Illinois will accept all documents for recordation. Those that do not meet the requirements of the bill will cost double the recording fee to record.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 23000220449- Revision No. 2 - Revised January 4, 2026/GK

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Standard Exceptions:
 - a. Rights or claims of parties in possession not shown by the public records.
 - b. Easements, or claims of easements, not shown by the public records.
 - c. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - d. Any lien, or right to a lien, for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - e. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
 - f. Any titles or rights asserted by anyone including but not limited to, persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, oceans or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
 - g. Taxes or special assessments which are not shown as existing liens by the public records.
3. General real estate taxes for the year(s) 2025, 2026 and subsequent years.

Permanent Index Number: 14-13.0-200-007

Note: The 2024 taxes in the amount of \$3,248.94 is paid.

Note: The taxes for the year(s) 2025 and 2026 are not yet due and payable.

4. Easement granted to the City of Springfield, a municipal corporation, by Easement of Right of Way recorded March 17, 1964 in Book 583, Page 569, and the terms and conditions contained therein.
5. An 80 foot set back line as contained in the Warranty Deed recorded November 24, 1965 in Book 597, Page 355 and in Quit Claim Deed recored November 9, 1982 as document number 910398.
6. Covenants contained in the Quit Claim Deed recorded November 9, 1982 as document number 910398, and the terms and conditions contained therein.

Partial Release of Restrictive Covenants was recorded April 17, 2007 as document number 2007R13046.

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ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

7. Easement granted to Central Illinois Light Company, an Illinois corporation, and Illinois Bell Telephone Company, an Illinois corporation, their successors and assigns, by Right of Way Electric and Telephone recorded November 24, 1965 in Book 597, Page 354, and the terms and conditions.
8. Terms, provisions and conditions of No Further Remediation Letter recorded January 13, 2000 as document number 2000R01525.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Rights of the public, State of Illinois and the municipality in and to that part of the Land used or taken for road purposes, if any.
11. Memorandum of Easement was recorded September 28, 2010 as document number 2010R35618 made by and between Alan G. Scheumann and Mid-America Advertising Midwest, Inc.

Assignment of easement dated as of February 28, 2019 and recorded March 13, 2019 as document number 2019R04211 made by and between Mid-America Mid-West, Inc., an Illinois corporation, assignor, and TLC Properties, Inc., a Louisiana corporation, assignee.
12. Matters as disclosed on the ALTA/NSPS Land Title Survey prepared by BFA dated [] as job number 7898, as follows:
 - A) Rights, if any, of public or quasi-public utilities in and to that part of the Land as disclosed by water line.
 - B) Encroachment of rip-rap/stone located on the property South and onto the Land by an undisclosed distance.
 - C) Rights of interested parties to the billboard and billboard base.
13. A Letter of No Further Remediation recorded January 23, 2026 as document number 2026R01240 issued by the Illinois Environmental Protection Agency for the property located at 2631 N. Dirksen Parkway, Springfield, IL. previous issues have been resolved and there are no land use limitations regarding the premise involved.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 23000220449

ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 2



STEWART INFORMATION SERVICES CORPORATION
Updated August 29, 2023
GRAMM LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
 - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
 - Directly and indirectly from activity on Stewart's website or other applications.
 - From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our

service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at OptOut@stewart.com or
2. <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

ORDINANCE FACT SHEET

DATE OF 1st READING: March 17, 2026

OFFICE REQUESTING: Office of Public Works

CONTACT PERSON: Daniel Crouse

PHONE NUMBER: 217-789-2255

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

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF RIGHT-OF-WAY FOR MARKETPLACE DRIVE, LOCATED ON THE EAST SIDE OF MARKKETPLACE DRIVE AND NORTH OF WALTON DRIVE FOR THE OFFICE OF PUBLIC WORKS.

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					

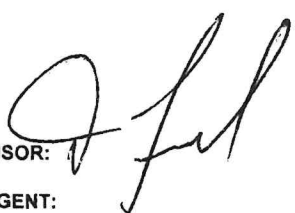
EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					


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

Right of Way Plat and Title Commitment


STAFF ANALYSIS

An ordinance authorizing the acceptance of right-of-way for Marketplace Drive, located on the east side of Marketplace Drive and north of Walton Drive. The right-of-way is being conveyed from 2631 N DIRKSEN PKWY, LLC to the City of Springfield. This section of right-of-way is approximately 151 feet.

FUNDS CHECK BY: 

DIRECTOR / SUPERVISOR: 

CITY PURCHASING AGENT: _____

SIGN OFF: 

(Mayor's Signature) **GEM**

Date: _____

Date: 4 MAR 20

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE ACCEPTING AND AUTHORIZING A ONE-YEAR EXTENSION UNDER RFP PW25-55 WITH E.L. PRUITT CO., PETERSBURG PLUMBING AND EXCAVATING, LLC, AND PH BROUGHTON & SONS, INC., FOR CAVE-IN REPAIRS IN AN AMOUNT NOT TO EXCEED \$1,550,000.00, 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, ordinance 189-05-25 authorized E.L. Pruitt Co., Petersburg Plumbing and Excavating, LLC and PH Broughton & Sons, Inc., to provide cave-in repairs, including storm and sanitary sewers, inlets, manholes and laterals for a period of 12 months; and

WHEREAS, the contract with E.L. Pruitt Co., Petersburg Plumbing, and Excavating, LLC and PH Broughton & Sons, Inc., allows for a one-year optional renewal extension; and

WHEREAS, it has been determined to be in the best interest of the City to extend RFP PW25-55 with E.L. Pruitt Co., Petersburg Plumbing and Excavating, LLC., and PH Broughton & Sons, Inc., to provide cave-in repairs, including storm and sanitary sewers, inlets, manholes and laterals for an amount not to exceed \$1,550,000.00; and

WHEREAS, a copy of RFP PW25-55 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 authorizes a one-year extension of RFP PW25-55 with E.L. Pruitt Co., Petersburg Plumbing and Excavating, LLC., and PH Broughton & Sons Inc., to provide cave-in repairs, including storm and sanitary sewers, inlets, manholes and laterals for an amount not to exceed \$1,550,000.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute the agreement and any other documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay E.L. Pruitt Co. (PRU4900), Petersburg Plumbing and Excavating, LLC (VC*1675) and PH Broughton & Sons, INC., (0BRO2800) in an amount not to exceed \$1,550,000.00 from accounts as follows:

FROM ACCOUNTS	AMOUNTS
095-110-WORK-INFR-1204	\$300,000.00
015-110-SEWR-0TAP-1204	\$700,000.00
015-110-SEWR-0DEP-1204	\$550,000.00

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

PASSED: _____, 2026

SIGNED: _____, 2026

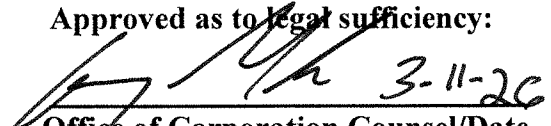
RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Mayor Misty Buscher

Requested by: Mayor Misty Buscher

Approved as to legal sufficiency:


Office of Corporation Counsel/Date 3-11-26


Whitworth, David

From: Tommy <tommy@phbroughton.com>
Sent: Monday, February 9, 2026 10:59 AM
To: Whitworth, David
Cc: Jim Sullivan
Subject: RE: {EXTERNAL EMAIL}RFP PW25-55 Cave-In Repairs for Public Works
Attachments: RFP PW25-55 Renewal Revisions - Labor Equipment (2026.02).pdf

CAUTION: This email originated from outside the City of Springfield/CWLP. DO NOT reply, click links, or open attachments unless you recognize and/or trust the sender. Please contact ISD Technical Support @ Ext. 2834 with questions or concerns.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

David- Please see attached revision.

	<p>Tommy Cecil General Superintendent/Estimator</p> <p>P.H. Broughton & Sons, Inc. Office: 217-787-2393 Mobile: 217-306-0606 Email: tommy@phbroughton.com</p> <p>905 N. Lincoln Ave. Springfield, IL 62702</p> <p>www.phbroughton.com</p>
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From: Whitworth, David <David.Whitworth@springfield.il.us>
Sent: Tuesday, February 3, 2026 4:18 PM
To: Tommy <tommy@phbroughton.com>
Subject: {EXTERNAL EMAIL}RFP PW25-55 Cave-In Repairs for Public Works

Tommy,

Is P.H. Broughton & Sons, Inc. interested in renewing this contract for 12 months?

Please let me know and also please forward an updated listing for pages 43-45 of the original proposal document (copy attached).

Thanks,

David Whitworth, P.E.
City of Springfield
Office of Public Works
Room 203, MCW
300 South Seventh Street
Springfield, Illinois 62701
(217) 789-2255

2026-124

PROPOSAL FOR CAVE-IN REPAIRS

The undersigned bidder proposes to furnish all labor, material, equipment and services to satisfactorily perform the above-referenced contract for the consideration stated hereinafter as follows. The unit prices below shall include all labor, equipment, incidental materials, tools, overhead and profit for completed work as specified below. This information is part of the criteria on which contract award and call order will be determined.

SECTION A - LABOR RATES

<u>CLASSIFICATION</u>	REGULAR/OT <u>HOURLY RATE</u>
Cement Mason (Hwy)	
Laborer Foreman (Hwy)	\$118.39/\$154.62
Laborer (Hwy)	\$97.96/\$124.57
Operating Engineer, Class 1 (Hwy)	\$121.62/\$157.85
Operating Engineer, Class 2 (Hwy)	
Operating Engineer, Class 3 (Hwy)	
Operating Engineer, Class 4 (Hwy)	
Plumber	
Truck Driver, Class 1	
Truck Driver, Class 2 (Tandem)	\$112.52/\$146.40
Truck Driver, Class 3 (Tractor & Trailer)	\$113.02/\$147.13
Truck Driver, Class 4 (Tractor & Lowboy/Distributor)	\$113.57/\$147.94
Truck Driver, Class 5	

<u>ADDITIVES & OVERHEAD</u>	<u>RATE</u>
Labor Overhead (0.35 Max)	0.25
Workman's Comp Insurance	8.34%
Public Liability & Property Damage Insurance (Excluding payroll of Truck Drivers)	3.14%
Federal Unemployment	0.60%
State Unemployment	7.05%
Federal Social Security	7.65%
Payroll Additives Overhead (0.10 Max)	0.10
Material Overhead (0.15 Max)	0.15
Bond (0.0075 Max)	0.0075
Bond Overhead (0.10 Max)	0.10

SECTION B - EQUIPMENT

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
Air Compressor (185 CFM)	\$34.00
Backhoe	\$90.00
Broom attachment	\$36.00
Compact Excavator (John Deere 17D or equivalent)	\$46.75
Excavator (John Deere 210G LC or equivalent)	\$118.00
Excavator (John Deere 85G or equivalent)	\$123.50
Flat Bed Truck	\$62.00
Hammer Drill	\$6.75
Hydro Yard Seeder	\$47.50
Jackhammer	\$7.75
Lowboy Trailer	\$32.00
Service Truck	\$49.00
Single Axle Dump Truck	n/a
Skid-steer	\$85.00
Tandem Dump Truck	\$98.00
Tractor	\$96.25
Trailer	\$19.00
Trench Box	\$17.00

JD 35D

Kom 220LC

Kom PC138

Traffic Control	Cost +5%
Chain Saw	\$3.50
Tandem Roller	\$37.00
Sewer Vac	\$40.00
John Deere 350 Excavator	\$185.50
Hydraulic Hammer (Backhoe Mtd)	\$22.50
Hydraulic Hammer (SkidSteer Mtd)	\$10.75
Hydraulic Compactor (Backhoe Mtd)	\$10.75
Trash Pump	\$10.75
Concrete Saw - 36"	\$45.00
Water Truck	\$59.25
Hydraulic Wheel Saw (SkidSteer Mtd)	\$42.25
Push Camera (2 hr minimum)	\$95.25
Road Construction Sign/Stand	\$4.00
Type I Barricade	\$2.00
Type III Barricade	\$4.00
Arrow Board	\$41.00
Traffic Cone	\$1.00
Barrel w/Ring	\$2.00
Cattle Gate	\$10.50
Delineator	\$1.00
Metal Plate	\$10.00
Light Box	\$51.50

Whitworth, David

From: Brian Vogt <bvogt@henson-robinson.com>
Sent: Thursday, February 26, 2026 3:41 PM
To: Whitworth, David
Cc: Samantha Fonck; Micky Mann
Subject: RE: RFP PW25-55 Cave-In Repairs for Public Works
Attachments: Cave-In Repairs Updated Pricing.pdf

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David, Please find our updated Labor and Equipment rates for the renewal of the Cave-in Contract.

Thanks,

Brian Vogt

Petersburg Plumbing and Excavating - President
Henson Robinson Company - COO
PPE Office: 217-321-0036
HRC Springfield Office: 217-544-8451
Cell Phone: 217-801-4050

 [hensonrobinson.com](https://www.hensonrobinson.com)



PROPOSAL FOR CAVE-IN REPAIRS

The undersigned bidder proposes to furnish all labor, material, equipment and services to satisfactorily perform the above-referenced contract for the consideration stated hereinafter as follows. The unit prices below shall include all labor, equipment, incidental materials, tools, overhead and profit for completed work as specified below. This information is part of the criteria on which contract award and call order will be determined.

SECTION A - LABOR RATES

<u>CLASSIFICATION</u>	(Regular) <u>HOURLY RATE</u>
Cement Mason (Hwy)	N/A
Laborer Foreman (Hwy)	\$79.87
Laborer (Hwy)	\$66.91
Operating Engineer, Class 1 (Hwy)	\$79.87
Operating Engineer, Class 2 (Hwy)	\$79.87
Operating Engineer, Class 3 (Hwy)	\$79.87
Operating Engineer, Class 4 (Hwy)	\$79.87
Plumber	\$80.00
Truck Driver, Class 1	N/A
Truck Driver, Class 2	N/A
Truck Driver, Class 3	N/A
Truck Driver, Class 4	N/A
Truck Driver, Class 5	N/A

<u>ADDITIVES & OVERHEAD</u>	<u>RATE</u>
Labor Overhead (0.35 Max)	0.35
Workman's Comp Insurance	0.0275
Public Liability & Property Damage Insurance (Excluding payroll of Truck Drivers)	0.014
Federal Unemployment	0.006
State Unemployment	0.0705
Federal Social Security	0.0765
Payroll Additives Overhead (0.10 Max)	0.10
Material Overhead (0.15 Max)	0.15
Bond (0.0075 Max)	0.0075
Bond Overhead (0.10 Max)	0.10

PROPOSAL FOR CAVE-IN REPAIRS

The undersigned bidder proposes to furnish all labor, material, equipment and services to satisfactorily perform the above-referenced contract for the consideration stated hereinafter as follows. The unit prices below shall include all labor, equipment, incidental materials, tools, overhead and profit for completed work as specified below. This information is part of the criteria on which contract award and call order will be determined.

SECTION A - LABOR RATES

<u>CLASSIFICATION</u>	(Overtime Rate)	(Double Time Rate)
	<u>HOURLY RATE</u>	
Cement Mason (Hwy)	N/A	N/A
Laborer Foreman (Hwy)	\$117.95	\$156.03
Laborer (Hwy)	\$97.51	\$128.12
Operating Engineer, Class 1 (Hwy)	\$117.95	\$156.03
Operating Engineer, Class 2 (Hwy)	\$117.95	\$156.03
Operating Engineer, Class 3 (Hwy)	\$117.95	\$156.03
Operating Engineer, Class 4 (Hwy)	\$117.95	\$156.03
Plumber	\$118.27	\$156.54
Truck Driver, Class 1	N/A	N/A
Truck Driver, Class 2	N/A	N/A
Truck Driver, Class 3	N/A	N/A
Truck Driver, Class 4	N/A	N/A
Truck Driver, Class 5	N/A	N/A

<u>ADDITIVES & OVERHEAD</u>	(Overtime Rate)	(Double Time Rate)
	<u>RATE</u>	
Labor Overhead (0.35 Max)	0.35	0.35
Workman's Comp Insurance	0.0275	0.0275
Public Liability & Property Damage Insurance (Excluding payroll of Truck Drivers)	0.014	0.014
Federal Unemployment	0.006	0.006
State Unemployment	0.0705	0.0705
Federal Social Security	0.0765	0.0765
Payroll Additives Overhead (0.10 Max)	0.10	0.10
Material Overhead (0.15 Max)	0.15	0.15
Bond (0.0075 Max)	0.0075	0.0075
Bond Overhead (0.10 Max)	0.10	0.10

2026-124

SECTION B - EQUIPMENT

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
Air Compressor (185 CFM)	\$17.36
Backhoe	\$67.55
Broom attachment	N/A
Compact Excavator (John Deere 17D or equivalent)	\$15.81
Excavator (John Deere 210G LC or equivalent)	\$139.11
Excavator (John Deere 85G or equivalent)	\$56.42
Flat Bed Truck	\$38.87
Hammer Drill	\$16.00
Hydro Yard Seeder	N/A
Jackhammer	\$23.76
Lowboy Trailer	\$18.99
Service Truck	\$18.23
Single Axle Dump Truck	\$50.39
Skid-steer	\$46.00
Tandem Dump Truck	\$130.00
Tractor	N/A
Trailer	\$16.99
Trench Box	\$21.93

SECTION C - TIMEFRAME TO COMMENCE WORK AND ADDITIONAL INFORMATION

Estimated time to commence work after notice to proceed: 4-48 HOURS.

Please list below additional equipment the contractor would like to offer in evaluation of this proposal, with hourly rates:

EQUIPMENT	HOURLY RATE
PC320 Wheel Loader/Operator	\$85.69
PC138 Excavator/Operator	\$83.88
PC138 Breaker/Operator	\$43.15
VAC Trailer/Operator/Laborer	\$18.99
VAC Truck/Operator/Laborer	\$69.82
Tandem Dump w/ no Driver	\$77.54

Please list below relevant experience to be evaluated with this proposal (may add additional sheets if necessary):

Whitworth, David

From: Sinclair, Michael J <MSinclair@elpruitt.com>
Sent: Thursday, February 19, 2026 2:17 PM
To: Whitworth, David
Cc: Kim Freitag; Brennan Klutz; Cosby, Courtney
Subject: RE: RFP PW25-55 Cave-In Repairs for Public Works
Attachments: ELP_Springfield 2025 Cave In Repairs_Bid Form.pdf

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

David,

Yes, E.L. Pruitt would like to renew the contract for additional 12 months. I will get pages 43-45 of the original proposal document filled out and sent back to you by the first of the week if that's OK. I've also added Kim Freitag and Brennan Klutz to the e-mail if you could please copy them on any further correspondence for this project, or any other projects that you would like us to look at.

Thank you

Mike Sinclair

Civil Project Manager
E.L. Pruitt Co.
3090 Colt Road
P.O. Box 3306
Springfield, IL 62708

Cell Phone: 217.361.6484
Direct Telephone: 217.747.5632
Email: MSinclair@elpruitt.com



PROPOSAL FOR CAVE-IN REPAIRS

The undersigned bidder proposes to furnish all labor, material, equipment and services to satisfactorily perform the above-referenced contract for the consideration stated hereinafter as follows. The unit prices below shall include all labor, equipment, incidental materials, tools, overhead and profit for completed work as specified below. This information is part of the criteria on which contract award and call order will be determined.

SECTION A - LABOR RATES

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Cement Mason (Hwy)	\$100.67
Laborer Foreman (Hwy)	\$59.80
Laborer (Hwy)	\$55.88
Operating Engineer, Class 1 (Hwy)	\$66.90
Operating Engineer, Class 2 (Hwy)	
Operating Engineer, Class 3 (Hwy)	
Operating Engineer, Class 4 (Hwy)	
Plumber	\$67.58
Truck Driver, Class 1	
Truck Driver, Class 2	
Truck Driver, Class 3	
Truck Driver, Class 4	
Truck Driver, Class 5	

<u>ADDITIVES & OVERHEAD</u>	<u>RATE</u>
Labor Overhead (0.35 Max)	35%
Workman's Comp Insurance	6.03%
Public Liability & Property Damage Insurance (Excluding payroll of Truck Drivers)	2.18%
Federal Unemployment	0.60%
State Unemployment	7.05%
Federal Social Security	7.65%
Payroll Additives Overhead (0.10 Max)	10%
Material Overhead (0.15 Max)	15%
Bond (0.0075 Max)	0.75%
Bond Overhead (0.10 Max)	10%

2026-124

SECTION B - EQUIPMENT

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
Air Compressor (185 CFM)	\$15.00
Backhoe	\$65.00
Broom attachment	\$20.00
Compact Excavator (John Deere 17D or equivalent)	\$46.88
Excavator (John Deere 210G LC or equivalent)	\$90.00
Excavator (John Deere 85G or equivalent)	\$65.00
Flat Bed Truck	\$77.80
Hammer Drill	\$5.00
Hydro Yard Seeder	\$55.00
Jackhammer	\$48.60
Lowboy Trailer	\$185.00
Service Truck	\$18.75
Single Axle Dump Truck	\$68.00
Skid-steer	\$65.00
Tandem Dump Truck	\$165.00
Tractor	\$100.00
Trailer	\$50.00
Trench Box	\$25.00

SECTION C - TIMEFRAME TO COMMENCE WORK AND ADDITIONAL INFORMATION

Estimated time to commence work after notice to proceed: 24 HOURS.

Please list below additional equipment the contractor would like to offer in evaluation of this proposal, with hourly rates:

<i>EQUIPMENT</i>	<i>HOURLY RATE</i>
Walk behind road saw	\$25.00
Hydraulic hole compactor	\$25.00
Vac Trailer	\$145.00
Dump trailer	\$30.90

Please list below relevant experience to be evaluated with this proposal (may add additional sheets if necessary):

- Railsplitter Rest Area

- North Grand Water Main

- CWLP Lime Pond

- Oreana Water Main

- City of Jacksonville Sewer and Manhole Repairs

- City of Springfield Manhole Repairs and Lining

- Lincoln Land Community College Storm Sewer

- Village of Kincaid Emergency Lead Service Repairs

- Springfield 2025 Cave-In Repairs

2026-124

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-16
 DATE OF 1ST READING: 3-17-26

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
 PHONE NUMBER: 789-2255 x5227

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: Contract FISCAL IMPACT: \$1,550,000

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

SUGGESTED TITLE:

AN ORDINANCE RENEWING THE CONTRACTS WITH E.L. PRUITT CO., PETERSBURG PLUMBING AND EXCAVATING, LLC, AND P.H. BROUGHTON & SONS, INC. FOR CAVE-IN REPAIRS FOR A PERIOD OF 12 MONTHS IN AN AMOUNT NOT TO EXCEED \$1,550,000 FOR THE OFFICE OF PUBLIC WORKS.

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

RFP PW25-55 Ord 189-05-25

CONTRACTOR / VENDOR NAME: E.L. Pruitt Company PRU4900
P.H. Broughton & Sons, Inc., VENDOR NO: OBRO2800,
Petersburg Plumbing and Excavation, LLC VC1675

CONTRACT TERM: 1 year CONTRACT # RFP PW25-55 Change in Scope Yes No

CONTRACT AMOUNT: \$1,550,000.00 1 \$ 1,550,000.00
 (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s 189-05-25

Low Bid Other: Evaluated proposals 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	095	107	GENC	INFR	\$300,000.00
2	015	110	SEWR	OTAP	\$700,000.00
3	015	110	SEWR	ODEP	\$550,000.00
4					

FUNDS CHECK BY: _____ Date: 03.02.2026
 DIRECTOR/SUPERVISOR SIGNATURE _____ Date: 26 FEB 26
 CITY PURCHASING AGENT: _____ Date: 3/2/2026

COMMENTS

This ordinance renews contracts for cave-in repairs, including storm and sanitary sewers, inlets, manholes, and laterals for an additional 12-month period, per the terms of the original contract.

SIGN OFF:

[Signature] [Signature]

2026-124

AN ORDINANCE ACCEPTING LOWEST RESPONSIBLE BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT NO. PW26-02-62 WITH P.H. BROUGHTON & SONS, INC., TRUMAN L. FLATT & SONS CO., INC., AND GROUP MATERIALS, INC. FOR FY27 MAINTENANCE MATERIALS, FOR AN AMOUNT NOT TO EXCEED \$807,69 4.50, 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 Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that P.H. Broughton & Sons, Inc., Truman L. Flatt & Sons Co., Inc., and Group Materials, Inc., have submitted bids meeting specifications to furnish FY2027 maintenance materials for the Office of Public Works; 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. PW26-02-62.

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

Section 1: That the City Council hereby accepts bids from the following companies: P.H. Broughton & Sons, Inc., Truman L. Flatt & Sons Co., Inc., and Group Materials, Inc. as listed on Ordinance Fact Sheets to furnish FY2027 maintenance materials for the Office of Public Works. The Mayor and City Clerk are authorized to execute contracts on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payments from Expenditure Accounts listed below to PH Broughton & Sons Inc. (0BRO2800), Truman L. Flatt & Sons Co., Inc (0FLA2800), and Group Materials, Inc. (VC*13475), in an amount not to exceed \$807,694.50 upon satisfactory performance of the contracts as follows:

FROM ACCOUNT NUMBERS	AMOUNTS
095-110-WORK-INFR-1407	\$757,694.50
015-110-SEWR-SEWR-1407	\$50,000.00

VENDORS	AMOUNTS
P.H. Broughton & Sons, Inc. (0BRO2800)	\$519,494.50
Truman L. Flatt & Sons Co., Inc. (0FLA2800)	\$128,200.00
Group Materials, Inc. (VC*13475)	\$160,000.00

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-11-26
Office of Corporation Counsel / Date



Misty Buscher, Mayor
Dave Fuchs, Director

REVIEWED
COMMITTEE ON STANDARDIZATIONS
AND SPECIFICATIONS

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

MAR 03 2026

BY 
CHAIRMAN

OFFICE OF PUBLIC WORKS
ROOM 201, MUNICIPAL CENTER WEST
CITY OF SPRINGFIELD, ILLINOIS 62701

RE: Contract PW26-02-62 - FY2027 Maintenance Materials Bid Recommendations

The Department of Public Works recommends the following contracts be awarded for FY2027 Maintenance Materials:

P.H. Broughton & Sons, Inc.

Group 1 <u>Aggregates</u>		
CA-6	City Garage	\$34,425.00 (Reflects 60% of Total Quantity)
CA-6	City Trucks	\$26,220.00 (Reflects 40% of Total Quantity)
CA-16	City Trucks	\$7,237.50 (Reflects 50% of Total Quantity)
FA-1, 2, or 3	City Garage	\$6,210.00 (Reflects 60% of Total Quantity)
FA-1, 2, or 3	City Trucks	\$5,274.00 (Reflects 40% of Total Quantity)
FA-20	City Trucks	\$7,132.50 (Reflects 50% of Total Quantity)
Group 2 <u>Hot Mix Asphalt</u>		
HMA Surface Course ("C" Mix)		\$98,750.00 (Reflects 50% of Total Quantity)
HMA Binder (IL-19.0)		\$98,750.00 (Reflects 50% of Total Quantity)
HMA Sfc Course ("C" Mix) with Fiber		\$95,625.00 (Reflects 25% of Total Quantity)
HMA Binder (IL-19.0) with Fiber		\$63,750.00 (Reflects 25% of Total Quantity)
Group 3 <u>Bituminous Prime</u>		
Bituminous Prime		\$3,000.00 (Reflects 50% of Total Quantity)
Group 4 <u>Bituminous Pre-Mix</u>		
M-19-07		\$59,058.00 (Reflects 45% of Total Quantity)
Group 5 <u>Screened Millings</u>		
Screened Millings	City Trucks	\$14,062.50 (Reflects 75% of Total Quantity)
Screened Millings	City Garage	\$0.00 (Reflects 0% of Total Quantity)
Total:		\$519,494.50

Truman L. Flatt & Sons Co., Inc.

Group 2 <u>Hot Mix Asphalt</u>		
HMA Surface Course ("C" Mix)		\$32,100.00 (Reflects 25% of total quantity)
HMA Binder (IL-19.0)		\$32,100.00 (Reflects 25% of total quantity)
HMA Sfc Course ("C" Mix) with Fiber		\$38,400.00 (Reflects 25% of total quantity)
HMA Binder (IL-19.0) with Fiber		\$25,600.00 (Reflects 25% of total quantity)
Total:		\$128,200.00

Group Materials, Inc.

Group 2 <u>Hot Mix Asphalt</u>		
HMA Surface Course ("C" Mix)		\$20,000.00 (Reflects 25% of total quantity)
HMA Binder (IL-19.0)		\$20,000.00 (Reflects 25% of total quantity)
HMA Sfc Course ("C" Mix) with Fiber		\$72,000.00 (Reflects 50% of total quantity)
HMA Binder (IL-19.0) with Fiber		\$48,000.00 (Reflects 50% of total quantity)
Total:		\$160,000.00

Total Ordinance Amount: \$807,694.50

2026-125



Illinois Department of Transportation

Tabulation of Bids

Local Public Agency: City of Springfield Date: 2/26/2026
 County: Sangamon Time: 2:00 PM
 Section: FY2027 Maintenance Materials Contract: PW26-02-62
 Estimate:

Name of Bidder:		Address of Bidder:		Name of Bidder:		Address of Bidder:		Name of Bidder:		Address of Bidder:		
P.H. Broughton & Sons, Inc.		905 N Lincoln Av		Truman L. Flatt & Sons Co.,		2300 N 16th St		Group Materials, Inc.		3151 Robbins Rd		
Springfield, IL 62702		Springfield, IL 62702		Springfield, IL 62702		Springfield, IL 62702		Springfield, IL 62791		Springfield, IL 62791		
217-787-2393		217-544-3471		217-544-3471		217-544-3471		217-546-6192		217-546-6192		
Proposal Guarantees:												
Terms:												
Approved Engineer's Estimate												
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Aggregates											
	CA-6	City Garage	Ton	1500								
	CA-6	City Trucks	Ton	1500	\$38.25	\$57,375.00						
	CA-16	City Trucks	Ton	300	\$43.70	\$65,550.00						
	FA-1, 2, or 3	City Garage	Ton	300	\$48.25	\$14,475.00						
	FA-1, 2, or 3	City Trucks	Ton	300	\$34.50	\$10,350.00						
	FA-20	City Trucks	Ton	300	\$43.95	\$13,185.00						
		City Trucks	Ton	300	\$47.55	\$14,265.00						
2	Hot-Mix Asphalt											
	HMA Surface Course ("C" Mix)	City Trucks	Ton	2000	\$98.75	\$197,500.00	\$107.00	\$214,000.00	\$100.00	\$200,000.00	\$100.00	\$200,000.00
	HMA Binder (IL-19.0)	City Trucks	Ton	2000	\$98.75	\$197,500.00	\$107.00	\$214,000.00	\$100.00	\$200,000.00	\$100.00	\$200,000.00
	HMA Surface Course ("C" Mix)	City Trucks	Ton	3000	\$127.50	\$382,500.00	\$128.00	\$384,000.00	\$120.00	\$360,000.00	\$120.00	\$360,000.00
	HMA Binder (IL-19.0)	City Trucks	Ton	2000	\$127.50	\$255,000.00	\$128.00	\$256,000.00	\$120.00	\$240,000.00	\$120.00	\$240,000.00
3	Bituminous Prime											
	Bituminous Prime	Jobsite	Gal	400	\$15.00	\$6,000.00						
4	Bituminous Pre-Mix											
	M-19-07	City Trucks	Ton	1000	\$131.24	\$131,240.00						
5	Screened Millings											
	Screened Millings	City Trucks	Ton	1500	\$12.50	\$18,750.00						
	Screened Millings	City Trucks	Ton	1500	\$18.50	\$27,750.00						
Total Bid:					As Read:	n/a	As Read:	n/a	As Read:	n/a	As Read:	n/a
					As Calculated:	n/a	As Calculated:	n/a	As Calculated:	n/a	As Calculated:	n/a

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-17
DATE OF 1ST READING: 3-17-25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: low bid **FISCAL IMPACT:** \$807,694.50

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT #PW26-02-62 WITH P.H. BROUGHTON & SONS, INC., TRUMAN L. FLATT & SONS CO., INC., AND GROUP MATERIALS, INC. FOR FY2027 MAINTENANCE MATERIALS FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: P.H. BROUGHTON & SONS, INC., TRUMAN L. FLATT & SONS CO., INC., GROUP MATERIALS, INC. **VENDOR NO:** OBRO2800 OFLA2800 VC*13475

CONTRACT TERM: one year **CONTRACT #** PW26-02-62 **Change in Scope** Yes No

CONTRACT AMOUNT: \$807,694.50 **Change Order #** _____ **Additional Amount** _____
 (Original amount if change order)

Method of Purchase (check one) Previous Ord # _____

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	095	110	WORK	INFR	1407 \$ 757,694.50
2	015	110	SEWR	SEWR	1407 \$ 50,000.00
3					
4					

FUNDS CHECK BY: _____ **Date:** 03-03-2026
DIRECTOR / SUPERVISOR SIGNATURE _____ **Date:** MAR 26
CITY PURCHASING AGENT: _____ **Date:** 3/17/2026

COMMENTS

Maintenance Materials for Public Works crews (pickup and/or delivery):
 Group 1: Aggregates: CA6, CA16, FA1, 2, 3, FA20: \$ 86,499.00
 Group 2: Hot Mix Asphalt: HMA Surface (IL "C" Mix), HMA Binder (IL-19.0),
 Hot Mix Asphalt Fiber Mix: HMA Surface (IL "C" Mix), HMA Binder (IL-19.0): \$645,075.00
 Group 3: Bituminous Prime Coat: \$3,000.00
 Group 4: Bituminous Pre-Mix (Cold Mix bituminous patching material): \$59,058.00
 Group 5: Screened Millings: \$14,062.50
 P.H. BROUGHTON & SONS, INC.: \$519,494.50
 TRUMAN L. FLATT & SONS CO., INC.: \$128,200.00
 GROUP MATERIALS, INC.: \$160,000.00

SIGN OFF: _____
 (Mayor's Signature)

_____ (Director of OBM)

2026-125

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY EL ARRIERO MEXICAN RESTAURANT, LLC D/B/A EL ARRIERO LOCATED AT 4233 W. WABASH

WHEREAS, El Arriero Mexican Restaurant, LLC currently holds a Class "D" liquor license for the business known as El Arriero located at 4233 W. Wabash and desires to relinquish the Class "D" liquor license; and

WHEREAS, the owner has closed the business; and

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

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

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

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-11-26
Office of Corporation Counsel/Date


**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
03/17/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	El Arriero Mexican Restaurant, LLC dba El Arriero		
LOCATION:	4233 W. Wabash		
EMERGENCY PASSAGE: (Please check one)	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Nonrenewal – Business closed		

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

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

SIGN OFF:



Mayor's Signature



Date

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY SECOVE, LLC D/B/A JAALSA LOCATED AT 3114 S. 6TH ST

WHEREAS, Secove, LLC currently holds a Class "D" liquor license for the business known as Jaalsa located at 3114 S. 6th St. and desires to relinquish the Class "D" liquor license; and

WHEREAS, the owner has closed the business; and

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

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

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

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-11-20

Office of Corporation Counsel/Date

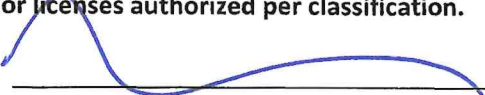
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
03/17/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Secove, LLC dba Jaalsa		
LOCATION:	3114 S. 6 th St.		
EMERGENCY PASSAGE: (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Nonrenewal – Business Closed		

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

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

SIGN OFF:



 Mayor's Signature *GEM*

_____ Date

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY DICK'S SALOON, INC D/B/A TOP CATS CHILL N GRILL LOCATED AT 3211 E. SANGAMON AVE.

WHEREAS, Dick's Saloon, Inc currently holds a Class "D" liquor license for the business known as Top Cats Chill n Grill located at 3211 E. Sangamon Ave. and desires to relinquish the Class "D" liquor license; and

WHEREAS, the owner has closed the business; and

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

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

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

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

PASSED: _____, 2026

SIGNED: _____, 2026


RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-11-20
Office of Corporation Counsel/Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
03/17/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Dick's Saloon Inc. dba Top Cats Chill n Grill		
LOCATION:	3211 E. Sangamon Ave.		
EMERGENCY PASSAGE: (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Nonrenewal – Business Closed		

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

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

SIGN OFF:



Mayor's Signature



Date

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "B" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY NIEMANN FOODS, INC D/B/A SAVE A LOT #495 LOCATED AT 2520 E. CLEAR LAKE AVE.

WHEREAS, Niemann Foods, Inc currently holds a Class "B" liquor license for the business known as Save A Lot #495 located at 2520 E. Clear Lake Ave. and desires to relinquish the Class "B" liquor license; and

WHEREAS, the owner has closed the business; and

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

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

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

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

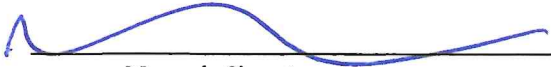
 **3-11-26**
Office of Corporation Counsel/Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
03/17/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Niemann Foods, Inc. dba Save-A-Lot #495		
LOCATION:	2520 E. Clear Lake Ave.		
EMERGENCY PASSAGE: (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Nonrenewal – Business closed		

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

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

SIGN OFF:  _____ Date _____
Mayor's Signature GEM

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "C" LIQUOR LICENSES BY ONE FOR FREEDOM OIL COMPANY D/B/A FREEDOM OIL COMPANY, LOCATED AT 3975 N. DIRKSEN PARKWAY

WHEREAS, Freedom Oil Company currently holds a Class "C" liquor license for the business known as Freedom Oil Company located at 3975 N. Dirksen Parkway; and

WHEREAS, Freedom Oil Company is relinquishing the Class "C" liquor license; and

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

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

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

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-11-26
Office of Corporation Counsel/Date


**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
03/17/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Freedom Oil Company dba Freedom Oil Company		
LOCATION:	3975 N. Dirksen Parkway		
EMERGENCY PASSAGE: (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Nonrenewal		

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

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

SIGN OFF:



 Mayor's Signature *GEM*

 Date

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "E" LIQUOR LICENSES BY ONE FOR SPRINGFIELD AIRPORT AUTHORITY D/B/A ABRAHAM LINCOLN CAPITAL AIRPORT, LOCATED AT 1200 CAPITOL AIRPORT DRIVE

WHEREAS, Springfield Airport Authority currently holds a Class "E" liquor license for the business known as Abraham Lincoln Capital Airport located at 1200 Capitol Airport Drive; and

WHEREAS, Springfield Airport Authority is relinquishing the Class "E" liquor license; and

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

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

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

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 **3-11-26**
Office of Corporation Counsel/Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
03/17/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Springfield Airport Authority dba Abraham Lincoln Capital Airport		
LOCATION:	1200 Capitol Airport Drive		
EMERGENCY PASSAGE: (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Nonrenewal		

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

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

SIGN OFF: _____
Mayor's Signature *CEM* Date

2026-131

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "AA" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY BUZZ BOMB BREWING CO. D/B/A BUZZ BOMB BREWING CO. LOCATED AT 406 EAST ADAMS

WHEREAS, Buzz Bomb Brewing Co. currently holds a Class "AA" liquor license for the business known as Buzz Bomb Brewing Co. located at 406 East Adams and desires to relinquish the Class "AA" liquor license; and

WHEREAS, the owner has closed the business; and

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

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

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

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-11-26
Office of Corporation Counsel/Date


**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
03/17/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Buzz Bomb Brewing Co. dba Buzz Bomb Brewing Co.		
LOCATION:	406 East Adams		
EMERGENCY PASSAGE: (Please check one)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> X	<input type="checkbox"/> NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Nonrenewal – Business closed		

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

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

SIGN OFF:



 Mayor's Signature

 Date

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "A" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS FOR SOCAVON D/B/A SOCAVON AT 4117 WEST WABASH AVE.

WHEREAS, Socavon currently holds a Class "A" liquor license for the business known as Socavon located at 4117 West Wabash Ave.; and

WHEREAS, Socavon has closed the business; and

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

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

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

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-11-26
Office of Corporation Counsel/Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
03/17/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Socavon dba Socavon		
LOCATION:	4117 West Wabash Ave.		
EMERGENCY PASSAGE: (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Nonrenewal – Business closed		

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

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

SIGN OFF:  _____ Date _____
Mayor's Signature *GEM*

AN ORDINANCE AUTHORIZING PAYMENT TO JACOB WAYDA, A CURRENT CITY OF SPRINGFIELD POLICE OFFICER, FOR SETTLEMENT OF WORKERS COMPENSATION CLAIM NUMBER 25-WC-015845 IN AN AMOUNT NOT TO EXCEED \$16,865.46

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, Jacob Wayda works as a Police Officer for the City of Springfield hired January 9, 2020; and

WHEREAS, on June 9, 2025, Mr. Wayda filed a workers compensation claim and is willing to settle his claim for case no. 25-WC-015845 in the amount of \$16,865.46 representing a permanent partial disability equivalent to 7.5% man as a whole of the left leg; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C., the City’s workers compensation advisors have recommended that settlement of Mr. Wayda workers compensation claim for case number 25-WC-015845 in an amount not to exceed \$16,865.46 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 \$16,865.46 to Jacob Wayda, a Current Police Officer with the Springfield Police Department, for workers compensation case for claim number 25-WC-015845, representing a permanent partial disability equivalent to 7.5% man as a whole of the left leg. 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 \$16,865.46 from Account Number 074-107-BGMT-WCMP-2205 as provided in the Settlement Agreement to Jacob Wayda and his attorney Brent Beeman W.B.L&D.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-11-26
Office of Corporation Counsel/Date

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: 25WC015845

WORKERS' COMPENSATION CLAIM #: W004608949

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.
L. Robert Mueller

NAME OF EMPLOYEE: Jacob Wayda

DEPARTMENT: Springfield Police Department

JOB TITLE: Police Officer

STATUS: CURRENT EMPLOYEE FORMER EMPLOYEE

DATE OF ACCIDENT: 6/09/25

DESCRIPTION OF ACCIDENT: Taking a suspect into custody, fell to ground and suspect fell on officer's left leg.

ATTORNEY: Brent Beeman, Wolter, Beeman, Lynch & Dennis

% OF LOSS OF USE: 7.5% loss of use of the left leg, or \$16,865.46 (partial tear MCL in left knee)

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** _____

2026-134

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 03/03/2026

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:** \$16,865.46

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO JACOB WAYDA, A CITY OF SPRINGFIELD POLICE OFFICER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE # 25WC015845 IN THE AMOUNT OF \$16,865.46

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

CONTRACTOR / VENDOR NAME: Jacob Wayda & Attorney Brent Beeman W.B.L&D. **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	\$16,864.46
2						
3						
4						

FUNDS CHECK BY: <i>C. Heindel</i>	Date: 02/17/2026
DIRECTOR / SUPERVISOR SIGNATURE <i>[Signature]</i>	Date: 2/19/2026
CITY PURCHASING AGENT: <i>[Signature]</i>	Date: 2/18/2026

COMMENTS

Jacob Wayda, hired on January 6 2020 as a City of Springfield Police Officer, reported a work injury on 06/09/2025. Mr. Wayda filed a workers compensation claim (25WC015845) and is willing to settle in the amount of \$16,865.46 Livingstone, Mueller, Bima & Murphy. P.C. the city's legal advisors, also recommend payment in the amount of \$16,865.46 to settle (25WC015845).

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

(Director of OBM)

AN ORDINANCE AUTHORIZING PAYMENT TO MICHAEL WEST, A CITY OF SPRINGFIELD WATER DEPARTMENT EMPLOYEE, FOR SETTLEMENT OF WORKERS COMPENSATION CLAIM NUMBER 25-WC-032030 IN AN AMOUNT NOT TO EXCEED \$88,760.88

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, Michael West works as a CWLP Employee for the City of Springfield hired June 5, 2017; and

WHEREAS, on October 20, 2023, Mr. West filed a workers compensation claim and is willing to settle his claim for case no. 25-WC-032030 in the amount of \$88,760.88 representing a permanent partial disability equivalent to 12.5% loss of use of the person as a whole and 20% loss of use of the left arm; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C., the City’s workers compensation advisors have recommended that settlement of Mr. West workers compensation claim for case number 25-WC-032030 in an amount not to exceed \$88,760.88 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 \$88,760.88 to Michael West, a CWLP Employee, for workers compensation case for claim number 25-WC-032030, representing a permanent partial disability equivalent to 12.5% loss of use of the person as a whole and 20% loss of use of the left arm. 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 \$88,760.88 from Account Number 074-107-BGMT-WCMP-2205 as provided in the Settlement Agreement to Michael West and his attorney Peter Beard.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher _____

 3-11-20
Office of Corporation Counsel/Date

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: 23WC032030

WORKERS' COMPENSATION CLAIM #: W004232810

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: Michael West

DEPARTMENT: CWLP

JOB TITLE: Water Department - Complaint Man

STATUS: CURRENT EMPLOYEE FORMER EMPLOYEE

DATE OF ACCIDENT: 10/20/2023

DESCRIPTION OF ACCIDENT: Mr. West injured his left elbow and left shoulder while tightening a meter nut with a pipe wrench. On 11/23/2023, Mr. West underwent left elbow surgery (distal biceps tendon repair) and on 5/06/2024, Mr. West underwent left shoulder surgery (rotator cuff repair). Mr. West returned to full duty work on 2/19/2025 and was placed at maximum medical improvement on August 12, 2025.

ATTORNEY: Peter Beard

% OF LOSS OF USE: 12.5% loss of use of the person as a whole (62.5 weeks x \$784.80 = \$49,050.00) and 20% loss of use of the left arm (50.6 weeks x \$784.80 = \$39,710.88). Therefore, the total settlement represents \$88,760.88.

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 _____

2026-185

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 03/03/2026

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:** \$88,760.88

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO MICHAEL WEST, A CITY OF SPRINGFIELD WATER DEPARTMENT EMPLOYEE, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE # 25WC032030 IN THE AMOUNT OF \$88,760.88

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

CONTRACTOR / VENDOR NAME: Michael West & Attorney Peter Beard **VENDOR NO:** _____

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

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BGMT	WCMP	2205	\$88,760.88
2						
3						
4						

FUNDS CHECK BY: <i>C. Heingel</i>	Date: 02/17/2026
DIRECTOR / SUPERVISOR SIGNATURE <i>[Signature]</i>	Date: 2/19/2026
CITY PURCHASING AGENT: <i>[Signature]</i>	Date: 2/18/2026

COMMENTS

Michael West, hired on June 5th, 2017 as a City of Springfield Employee at C.W.L.P. and reported a work injury on 10/20/2023. Mr. West filed a workers compensation claim (25WC032030) and is willing to settle in the amount of \$88,760.88. Livingstone, Mueller, Bima & Murphy, P.C. the city's legal advisors, also recommend payment in the amount of \$88,760.88 to settle (25WC032030).

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

[Signature] 2/19/2026
 (Director of OBM)

AN ORDINANCE AMENDING CHAPTER 170, SECTION 17.05 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO PLACING RECEPTACLES FOR COLLECTION

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

WHEREAS, it is in the best interest of the City to amend Chapter 170, Section 17.05 of The 1988 City of Springfield Code Of Ordinances, as amended, pertaining to placing receptacles for collection.

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

Section 1: That the City Council hereby amends Chapter 170, Section 17.05 of The 1988 City of Springfield Code Of Ordinances, as amended, pertaining to placing receptacles for collection as shown on attached Exhibit "A".

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

Section 3: That this ordinance shall become effective after its passage, recording and publication in pamphlet form.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Alderwoman Lakeisha Purchase


Office of Corporation Counsel/Date

Exhibit A

§ 170.17.05. Placing receptacles for collection.

All receptacles for the collection of garbage and rubbish shall be placed on the owner's premises in an accessible place at ground level, provided that if the owner's property has alley access, the receptacles shall be placed at the alley. When a snow emergency has been declared pursuant to section 79.30 of this Code, for the following ten days, garbage and rubbish must be placed in an area near the street sufficiently cleared for pickup by the waste haulers. No receptacle shall be placed on public property or right-of-way so as to impede or interfere with pedestrian or motor vehicle traffic. No receptacle shall be placed for collection more than forty-eight hours in advanced of the scheduled date for collection by the owner's refuse hauler. All receptacles placed for collection shall be removed from the public property or right-of-way, and placed back on the owner's premises in accordance with this section, within forty-eight hours of collection by the owner's refuse hauler. A violation of this section is punishable by a fine of \$25.00, and each day the violation exists constitutes a separate offense; provided that there shall be no fine for the first or second offense in relation to the subject premises and provided, further, that the office of public works shall establish a procedure for a waiver or an appeal of any such violation.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 3/17/2026

OFFICE REQUESTING: OFFICE OF COUNCIL COORDINATOR

CONTACT PERSON: GREGORY MOREDOCK
PHONE NUMBER: 217-789-2375

EMERGENCY PASSAGE: No Yes If yes, explain justification.

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

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING CHAPTER 170 SECTION 170.17.05 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, RELATING TO PLACING RECEPTACLES FOR COLLECTION

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

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

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

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

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

COMMENTS

This ordinance requires waste receptacles to be removed from the street/right-of-way within 48 hours of trash collection

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

 (Director of OBM)

AN ORDINANCE APPROVING A TENTATIVE FOUR-YEAR AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, THE OFFICE OF PUBLIC WORKS, AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3738, FROM AUGUST 1, 2025, THROUGH JULY 31, 2029

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

WHEREAS, the City of Springfield has been negotiating over the past several months with the American Federation of State, County and Municipal Employees (AFSCME), and Public Works, Local 3738, regarding a collective bargaining agreement; and

WHEREAS, Local No. 3738 has approved a tentative Collective Bargaining Agreement; and

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

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

Section 1: That the City Council hereby approves the Collective Bargaining Agreement with American Federation of State, County and Municipal Employees (AFSCME), Local 3738, from August 1, 2025, through July 31, 2029, which shall be on file in the Office of the City Clerk and as summarized on Exhibit A attached hereto. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City of Springfield.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher _____

 3-11-26
Office of Corporation Counsel/Date

2026-187

AFSCME 3738 Economic Proposal

Total Base Salaries of Current Filled Positions 8.01.2024

	\$ increase	% rate increase	% increase with steps	\$	6,317,500	Adjusted Base	Difference over base:
Year 1 Cost @ w/ steps	\$ 1.00	0.00%	4.78%		\$301,771	\$6,619,271	\$ 301,770.53
Year 2 Cost @ w/ steps	\$ 0.75	0.00%	3.02%		\$200,168	\$6,819,438	\$ 501,938.03
Year 3 Cost @ w/ steps	\$ 0.75	0.00%	3.01%		\$205,173	\$7,024,611	\$ 707,110.53
Year 4 Cost @ w/ steps	\$ 0.90	0.00%	3.32%		\$233,181	\$7,257,792	\$ 940,291.53
			14.13%		\$940,292		\$ 2,451,110.62

effective rate

14.88%

COS A.M. 14.28%

14.88%

Compounded Life of Contract Cost	\$2,451,111
----------------------------------	-------------

COS A.M.

Increase Steps:

\$2,375,334	3.01%	\$205,172.50	\$233,181.00
\$75,777	3.02%	\$200,167.50	\$205,172.50
\$25,258.87	4.78%	\$200,167.50	\$200,167.50
		\$301,770.53	\$301,770.53
Base:		\$6,317,500.21	\$6,317,500.21

Adjusted Base:

	\$6,619,270.79	\$6,819,438.24	\$7,024,610.74	\$7,257,791.74
FICA (7.65%)	\$ 7,125,645.01	\$ 7,341,125.27	\$ 7,561,993.46	\$ 7,813,012.81
UNEMP (1 %)	\$ 66,192.71	\$ 68,194.38	\$ 70,246.11	\$ 72,577.92 estimate - flat
SICK (1 %)	\$ 66,192.71	\$ 68,194.38	\$ 70,246.11	\$ 72,577.92 estimate - flat
IMRF (12.12% + annual change)	\$ 802,255.62	\$ 851,311.39	\$ 876,924.31	\$ 906,033.69 estimate 3% growth
WKCMP (1.0 %)	\$ 66,192.71	\$ 68,194.38	\$ 70,246.11	\$ 72,577.92 estimate 3% growth
Adjusted Base + FRINGES:	\$ 8,126,478.75	\$ 8,397,019.81	\$ 8,649,656.09	\$ 8,936,780.25

HEALTH (\$*number positions)

	\$ 2,735,187.00	\$ 2,817,242.61	\$ 2,901,759.89	\$ 2,988,812.68
--	-----------------	-----------------	-----------------	-----------------

Adjusted Base + FRINGES:

	\$ 10,861,665.75	\$ 11,214,262.42	\$ 11,551,415.98	\$ 11,925,592.94
--	------------------	------------------	------------------	------------------

EXHIBIT A

City of Springfield and AFSCME 3738 Summary of Contract Changes August 1, 2025 through July 31, 2029

1. **Term:** 4 years 8-1-2025 through 7-31-2029
2. **Article III – Recognition**
 - Remove Consumer Representatives, Replace Traffic Warden with Community Service Officer, and add Administrative Coordinator.
3. **Article VI – Union Rights**
 - Modifications to reporting and information provided to union.
4. **Article VIII – Grievance Procedure – Status quo**
5. **Article IX - Discipline**
 - Addition of a time limit on imposing discipline upon 60 days of becoming aware.
6. **Article XIII – Hours of Work**
 - Limiting fifteen (15) minute breaks from being used at beginning or end of shift.
 - Agree to meet and discuss feasibility of alternative work schedules with Treasurer's Office.
 - Changes to Library Security shift schedule.
7. **Article XIV – Seniority**
 - Clarifications to seniority and what does and does not constitute a break in service for seniority purposes.
8. **Article XV – Probation and Probationary Periods**
 - Change from seven (7) to six (6) month probationary period, except Customer Service Representatives have eight (8) month probationary period.
9. **Article XVI – Vacancies**
 - Preference given to other AFSCME members when filling vacancies.
 - Clarification to the definition of “promotion” during probationary period.
10. **Article XVII – Layoff and Recall – Status quo**
11. **Article XVIII – Personnel Files**
 - Modifications to allow employees to request both digital and print copies of personnel files at no cost.
12. **Article XX – Leaves of Absence**
 - Incorporation of a progressive disciplinary track for attendance.
 - Addition to allow for benefit time donation.
 - Addition of City's Maternity/Paternity/Adoption Leave Policy.
 - Addition of waiver of the Paid Leave for All Workers Act.
13. **Article XXI – Holidays**
 - Clarification on library holidays regarding when employees receive payment.
 - Addition of Washington's Birthday (President's Day).
14. **Article XXIV – Absence/Tardiness**

- **Addition of specifications of when an employee is considered “late” and adding reference to the new progressive disciplinary track for attendance.**

15. Article XXV – Safety

- Incorporating MOU related A/V recording and GPS tracking.
- Removal of the Safety Incentive.

16. Article XXVIII – Inclement Weather

- Adding specifications on how and when employees will be compensated when the employer restricts hours of operation due to inclement weather or other emergency situations.

17. Article XXV – Wages

- General Increases:
 - 8/1/2025 - \$1.00/hr
 - Tier II wage scale eliminated
 - Employees making under \$20.00/hr moved to \$20.00/hr
 - Security officer rates adjusted to \$23.50/hr
 - 8/1/2026 - \$0.75/hr
 - 8/1/2027 - \$0.75/hr
 - 8/1/2028 - \$0.90/hr
- Longevity – Status Quo
- Title Wage Adjustments – Semi-Automatic Promotion
 - Facility Maintenance Worker reduced from 5 to 4 years.
 - Service Representatives reduced from 5 to 2 years.
 - Added Cashiers for CWLP only – advancement after 2 years.
 - Added Administrative Clerks upon request for review.
- Additional premiums
 - Oak Ridge Cemetery Employees
 - Increase in boot allowance from \$150 to \$300.
 - Hazard pay increase from \$0.75 to \$1.50.

18. Article XXVI – Residency

- Incorporate residency moratorium.

19. Appendix C – Hours of Work by Agency

- Modified work schedule for Library Security

color denotes field with data entry

AFSCME 3738 Economic Proposal

Total Base Salaries of Current Filled Positions 8.01.2024

	\$ increase	% rate increase	% increase with steps	\$	6,317,500	Adjusted Base	Difference over base:
Year 1 Cost @ w/ steps	\$ 1.00	0.00%	4.78%		\$301,771	\$6,619,271	\$301,771
Year 2 Cost @ w/ steps	\$ 0.75	0.00%	3.02%		\$200,168	\$6,819,438	\$501,938
Year 3 Cost @ w/ steps	\$ 0.75	0.00%	3.01%		\$205,173	\$7,024,611	\$707,111
Year 4 Cost @ w/ steps	\$ 0.90	0.00%	3.32%		\$233,181	\$7,257,792	\$940,292
		14.13%			\$940,292		\$2,451,111

effective rate

COS A.M. 14.88%

14.88%

14.88%

Compounded Life of Contract Cost \$2,451,111

COS A.M.

Increase Steps:

\$2,375,334	3.01%	\$233,181
\$75,777	3.02%	\$205,173
\$25,258.87	4.78%	\$200,168
		\$301,771
		\$6,317,500
		\$6,819,438
		\$7,024,611
		\$7,257,792

Base:

Adjusted Base:

FICA (7.65%)	\$ 7,125,645.01	\$ 7,341,125.27	\$ 7,561,993.46	\$ 7,813,012.81
UNEMP (1 %)	\$ 66,192.71	\$ 68,194.38	\$ 70,246.11	\$ 72,577.92
SICK (1 %)	\$ 66,192.71	\$ 68,194.38	\$ 70,246.11	\$ 72,577.92
IMRF (12.12% + annual change)	\$ 802,255.62	\$ 851,311.39	\$ 876,924.31	\$ 906,033.69
WKCOMP (1.0 %)	\$ 66,192.71	\$ 68,194.38	\$ 70,246.11	\$ 72,577.92
Adjusted Base + FRINGES:	\$ 8,126,478.75	\$ 8,397,019.81	\$ 8,649,656.09	\$ 8,936,780.25

HEALTH (\$*number positions)

\$ 2,735,187.00

\$ 2,817,242.61

\$ 2,901,759.89

\$ 2,988,812.68

Adjusted Base + FRINGES:

\$ 10,861,665.75

\$ 11,214,262.42

\$ 11,551,415.98

\$ 11,925,592.94

CITY OF SPRINGFIELD

and

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
COUNCIL 31, AFL-CIO
LOCAL 3738**

Clerical/Technical Unit

and

Professional Unit

Effective

August 1, 20250 to July 31, 20295

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ARTICLE

I

AGREEMENT

This Agreement is entered into ~~this 3rd day of February 2016~~ by and between the City of Springfield, Illinois (hereinafter referred to as the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, Council 31, on behalf of its Local Union No. 3738 (hereinafter referred to as the "Union").

ARTICLE II
PREAMBLE

It is the purpose of this Agreement and it is the intent of the parties hereto to set forth herein their entire agreement in order to establish and promote mutual harmonious relations and understanding between the Employer and the Union, to promote efficiency, productivity and effectiveness, to establish wages, standards and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences over the interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties, by their duly authorized representatives, do mutually covenant and agree that their objective is for the good and welfare of the City and the Union members alike. Both parties further agree that in the interest of harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The City and the Union regard the personnel covered by the Agreement as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE III
RECOGNITION

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment for employees of the City of Springfield in the following classifications, excluding those defined in the Illinois Public Labor Relations Act:

Professional Unit:

Librarian I and Librarian II; Librarian I, II-Intermittent

Clerical/Technical Unit:

Account Clerk I, II

Account Technician I, II
Accounts Receivable Specialist
Administrative Clerk I, II
Administrative Coordinator
Buyer I, II
Cashier I, II
Cemetery Specialist***
Claims Coordinator
Clerk I
Clerk Typist I, II, III
Community Ombudsman
Community Program Specialist
Community Programs Coordinator***
Computer Operator I, II, III
Consumer Representative I, II, III
Crime Studies Analyst

Data Control Coordinator
Data Control Specialists
Data Input Operator I, II
Data Processing Librarian
Demolition/Rehabilitation Permit Inspector***
Educational Coordinator
Engineering Aide***
Environmental Health Inspector***

Equipment Operator I, II***
Facility Maintenance Worker I, II, III
Grants Technician*
Human Rights Investigator
Inventory Clerk
Laborer/Truck Driver***
Lead Worker
Library Assistant I, II, III
Library Assistant I, II, III, IV-Intermittent
Library Assistant IV***
Maintenance Foreman***
Maintenance Worker I, II***
Maintenance Worker***
Messenger Clerk I, II***
Microfilm Operator
Oak Ridge Foreman***
Public Works Foreman**, ***
Receptionist
Rehabilitation Construction Specialist***
Rehabilitation Finance Specialist

Secretary I, II
Security Officer I***
Service Representative I, II, III, IV
Small Motor Repairman***
Storeroom Foreman
Stores Clerk
Switchboard Operator
Tour Reservation Coordinator
~~Community Service Officer~~ ~~Traffic Warden~~ ***
Training Coordinator
Word Processing Machine Operator
Building Permit Assistant I & II

*Except Currently Excluded
**Oak Ridge
***Titles included in Drug Testing

Library Intermittent Employees:

The parties agree that the purpose of intermittent employees is to provide coverage for library staff that would otherwise be mandated and to fill in for staff that are on long-term leaves of absence. The use of intermittent employees shall, in no way, reduce the number of full-time library employees. Therefore, the current staffing levels shall not be reduced as long as any intermittent employees are employed by the library.

Intermittent employees shall be covered under the AFSCME bargaining unit in all areas with the exception of benefit time. Intermittent employees shall have seniority amongst themselves. A lottery will be utilized for same-day hires.

Intermittent employees shall not be utilized to avoid the payment of overtime to regular full-time employees, nor shall intermittent employees be given preferential treatment in regards to days or hours of work.

Intermittent employees shall work a maximum of 750 hours per calendar year.

In the event of a layoff or reduction of hours for full-time bargaining employees, intermittent employees shall be laid-off first.

When scheduling shifts, intermittent employees can be used to fill more than 50% of the shift positions when necessary, but in no case will an entire work day be filled by intermittent employees only.

Section 2. New Classifications

In the event the Employer determines to create a new job classification within the unit during the term of this Agreement, the Union shall be notified and given the opportunity to negotiate the pay rate.

Section 3. Job Classifications

Assignment within classification specifications upon signing this agreement the Employer agrees to change the phrase "performs other duties as required or assigned" as stated in current job descriptions to read as follows: "performs other duties as required or assigned within the scope of the duties enumerated above" in all future updates.

Section 4. Job Descriptions

The Employer agrees upon request to provide for a review of an employee's job description and/or specification by the employee and/or the Union.

**ARTICLE IV
NON-DISCRIMINATION**

Section 1. Prohibition Against Discrimination

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

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

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

Section 2. Union Activity

Neither the Employer nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership.

Section 3. Equal Employment/Affirmative Action

The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable state and federal laws and regulations; Americans with Disabilities Act (ADA), Equal Employment, and Affirmative Action Acts.

~~ARTICLE V
UNION SECURITY~~

Section 1. Fair Share Deductions

~~Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names and social security numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of union Union members.~~

Section 2. Religious Exemption

~~Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union.~~

~~If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union on a monthly basis that such payment has been made.~~

Section 3. Notice and Appeal

~~The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.~~

Section 4. Indemnification

~~The Union shall indemnify and save harmless the Employer and its officers, agents, and employees against any and all claims, demands, suits, or other forms of~~

~~liability that may arise out of, or by reason of, any action taken or not taken by the Employer, its officers, agents, and employees in the course of complying with the provisions of the Article. If an improper deduction is made, the Union shall refund any such amount directly to the involved employee, with notification to the Employer.~~

ARTICLE VI **CHECKOFF**

Section 1. Deductions

~~The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:~~

- ~~a) Union membership dues, fair share assessments;~~
- ~~b) Union sponsored dental program;~~
- ~~c) P.E.O.P.L.E. contributions.~~

~~The aggregate deduction of all employees, and a list of names and social security numbers of all bargaining unit employees and individual deductions and copies of any dues revocation cards shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. If the employee has no earnings for~~

~~except in accordance with the terms under which an employee voluntarily authorized said deductions. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.~~

Section 2. Indemnification

~~The Union shall indemnify and save harmless the Employer and its officers, agents, and employees against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer, its officers, agents, and employees in the course of for the purpose of complying with the provisions of the Article. If an improper deduction is made, the Union shall refund any such amount directly to the involved employee, with notification to the Employer.~~

Section 1. Deductions.

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

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

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

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

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

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

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

Section 2. Revocation.

All employees covered by this Agreement who have signed Union dues checkoff cards for the Union prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such dues deductions within the terms of their individual authorization and the procedures defined in this Agreement.

Section 3. Indemnification.

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

ARTICLE VII

NO STRIKE/NO LOCKOUT

Section 1. No Strike

During the term of this Agreement, there shall be no strikes, work stoppages or slow-downs or any other interference with the work or statutory functions of the Employer. No officer or representative of the Union or any employee shall authorize, institute, instigate, aid, condone or engage in such activities.

Notwithstanding the above, the parties agree that the language regarding "no strikes" will not apply to disputes regarding ~~_____~~ issues after January 1, 2000.

Section 2. No Lockout

No lockout of employees shall be instituted by the Employer or its representatives during the term of this Agreement.

Section 3. Employer Rights

The Employer retains the right to discipline, up to and including discharge, any employee violating Section 1 of this Article.

ARTICLE VIII

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 ~~are~~ 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 discharge; 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 VIII **UNION RIGHTS**

Section 1. Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings or other meetings agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, pertinent witnesses, or grievants, and if such attendance does not unreasonably interfere with the Employer's operations. Such approval shall not be denied except for a bona fide operational need by the employer, taking into consideration the Department's staffing levels. Such denial shall be submitted to the employee in writing prior to the start of the meeting.

Section 2. Access to Premises by Union Representatives

The Employer agrees that Local Union Representatives and Officers and AFSCME Staff Representatives shall have access to the affected employee(s) upon giving notice prior to arrival to the appropriate Employer Representative unless such access would unreasonably interfere with the normal operating needs of the Employer. Such access shall be granted solely for the purpose of administration of or for the resolution of problems arising under this Agreement. In such instances, the Employer shall, upon appropriate prior notification and request by a designated Union official, make available meeting space to facilitate and allow consultation in private with said Union official.

Section 3. Information Provided to Union

The Employer shall submit to the Local Union President every three (3) months the current seniority roster (with addresses), a list of bargaining unit members who have been terminated and/or who have been laid off and re-employment lists, if any, applicable under the seniority provisions of this Agreement.

The Employer shall submit to the Local a monthly report showing new hires, promotions, demotions, and temporary assignments with the title, hourly rate of pay and the effective date of the transaction for bargaining unit members. The Employer will begin providing temporary assignment reports on February 1, 2004.

~~In addition, the Employer shall monthly notify the Union in writing monthly as to the following personnel transactions involving bargaining unit employees within each work section and location: new hires, promotions, demotions, reclassifications, layoffs, re-employments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges, and any other information mutually agreed to by the parties (Janos MOU).~~

At least once each month, the Employer shall provide the Union with a list in an agreed upon format of all bargaining unit employees employed by the Employer. Where such information is readily available, the list shall include all employees' date of birth, sex, bargaining unit, department, division, section, and unit title; position number, employee identification number, work location, work site (street address and building), work county, home address, work telephone number, work email address, home and mobile telephone number, personal email address, job classification, pay grade, step, pay rate, date of hire, continuous service, and seniority.

Section 4. Time Off for Union Activities

Local Union _____ shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area-wide Union committee meetings, _____

State or International conventions, provided such representative shall give reasonable notice to his supervisor of such absence and shall be allowed such time off if it does not unreasonably interfere with the operating needs of the Employer. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such without pay.

When the Employer conducts new hire orientation, a Union representative shall be allowed up to one (1) hour with pay to conduct the Union's portion of the orientation. When possible, such representative shall give reasonable notice to his supervisor of such absence.

The Employer shall provide the ~~representative of the Union~~ with as much advance notice as possible regarding the date, time, and location of the orientation along with the number of bargaining unit employees involved.

Such time off shall not be detrimental in any way to the employee's record.

Section 5. Union Bulletin Boards

The Employer shall provide reasonable bulletin boards or space at each work location. The number, size, and location of each shall be mutually agreed ~~to-upon~~ by the parties in subsequent Labor/Management meetings. The boards or space shall be for the sole and exclusive use of the Union.

Section 6. Meeting Spaces and Telephone Use

Upon prior notification, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long-distance or toll calls at the expense of the Employer.

Section 7. Annual Training

The Employer and the Union are committed to ensuring that employees receive training that will help to maximize the productivity and quality of their work. To facilitate this goal, the parties agree that providing annual training to employees is important and that the Employer and the Union should therefore endeavor to provide such annual training. Annual training provided by the Union, including updating employees on new agreements and policies, and on the coordination of these policies and agreements with policies and procedures set forth in the collective bargaining agreement, can help to facilitate the maximization of both quality and productivity. The Union may schedule up to an hour per year of such training at the time and place, agreeable to the parties, provided, such training does not unreasonably disrupt department operations. Where the Employer has scheduled such training, the Union may, by mutual agreement, be scheduled in conjunction with such sessions. Training provided for herein shall be without loss of pay.

**ARTICLE IX
GRIEVANCE PROCEDURE**

Section 1. Definition

A grievance is a difference of opinion or dispute raised by the Union, an employee, or a group of employees (with respect to a single common issue) covered by this Agreement and the Employer which concerns the meaning, interpretation or application of the express provisions of this ~~Agreement~~ Agreement or arising out of other circumstances or conditions of employment.

Step 1:

The Union shall advise the Director in writing within ten (10) working days after the Union or the employee become aware of the occurrence of the event giving rise to the alleged grievance. The Director (or designee) may meet with the designated Local Union Representative within ten (10) working days at a time mutually agreed upon to discuss the grievance. The Director shall answer the grievance in writing within five (5) working days following ~~the~~ Step 1 or the meeting.

Step 2:

If the grievance is not settled in Step 1 then a local union representative, along with the AFSCME Council 31 staff representative, shall meet with the Manager of Labor Relations (or designee) within five (5) working days of the Director's answer in Step 1 in an effort to resolve the grievance prior to arbitration.

Step 3:

After the _____ has given its response in the second step of the grievance procedure, if the Union remains unsatisfied with the result, it may request mediation of the grievance, the procedure of which is as follows.

a) If the Union or _____ desires mediation, it shall notify the other party in writing of such desire within thirty (30) days after the Employer gives its second step answer.

b) After notice is given by either party and the parties mutually agree to mediation, the Employer shall promptly notify the Federal Mediation and Conciliation Service (FMCS) of the grievance referral. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation. The grievant shall have the right to be present at the mediation conference.

c) There shall be one person from each party designated as spokesperson at the mediation conference. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.

d) The mediator may provide the parties with an immediate oral advisory decision with respect to any grievance involving the interpretation or application of the collective bargaining agreement, together with the reasons for his _____ decision, unless both parties agree that no decision shall be provided. The authority of the mediator is limited to an advisory decision, interpreting and applying the provisions of the collective bargaining agreement. If the grievance

referred to the mediator does not involve the interpretation or application of the collective bargaining agreement or does not arise out of other circumstances and conditions of employment, the mediator shall so advise the parties and terminate the mediation proceedings.

e) In the event that a grievance which has been mediated is appealed to arbitration, no person serving a mediator between these parties may serve as arbitrator, nor may any such person be placed on any panel for which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held and there shall be no references to or use made of any statement, oral or written, or things done at the mediation conference. The advisory decision of the mediator shall not constitute a precedent unless the parties otherwise agree.

f) If no settlement is reached at mediation, the Employer and the Union shall conclude the mediation conference with a joint statement in writing terminating the mediation.

g) The fees and expenses of the mediator and the mediation office shall be shared equally by the parties.

Step 4:

The Union may appeal the grievance to binding arbitration within ten (10) working days after the Manager of Labor Relations answer in Step 3. The parties shall select an arbitrator from a mutually agreed ~~to-upon~~ list of arbitrators. If unable to agree to a list of arbitrators, the parties shall request that the American Arbitration Association or Federal Mediation and Conciliation Service ~~to-supply~~ a list of Arbitrators. Either party may reject one (1) entire panel. The parties shall alternately strike the names, with the Union having the first strike. Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

The Arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute.

The Arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and

rules and regulations having the force and effect of law. The Arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the Arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Nothing in the foregoing shall preclude the City and the Union from mutually agreeing to an expedited arbitration process.

The fee and expenses of the Arbitrator and the cost of a written transcript, if any, for the Arbitrator shall be divided equally between the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses and for purchasing its own copy of the written transcript.

Section 2. Time Limits

No grievance shall be processed unless it is submitted within ten (10) working days after either the Union or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed written extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied at that Step and the Union or employee may immediately appeal the grievance to the next Step. The time limits in each Step for any grievance may be extended by written agreement of the Employer and the employee or Union representative involved in each Step.

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

Section 3. Election of Remedies

The members of this unit covered by this Agreement are classified employees for the purpose of Civil Service administration for the City of Springfield. As classified employees, the members are accorded certain rights regarding review of disciplinary action, demotions or layoffs, such matters possibly being a subject for the grievance procedure included in this Agreement. In those instances in which a member has elected to pursue his rights through procedures established by the Civil Service Commission of the City of Springfield, the subject matter of that action shall not be basis

for any grievance under the provisions of this Agreement. If a member initially files a grievance and subsequently elects to pursue redress or other relief through Civil Service procedures, the grievance procedure shall no longer apply to the subject matter raised and be suspended, and the grievance dismissed. When a member so elects to utilize Civil Service procedures, this procedure shall be the exclusive means by which redress or relief is sought or an issue is resolved on any matter which may initially be eligible to be a subject of a grievance. If a member initially elects to utilize Civil Service procedures and subsequently decides to avail himself to the grievance procedure hereunder, such member must effectively secure a termination of Civil Service procedures and also file a grievance in the time frame provided in this Agreement for the filing of grievances.

Section 4. Stewards

The Union shall have the right to designate bargaining unit employees as its stewards to participate in the ~~Grievance-grievance Procedures-procedures~~ to the extent set forth in this Article. The individual so designated and the grievant shall be paid for all time ~~spent-reasonable and necessary spent~~ investigating and processing grievances and attending such meetings with the Employer as set forth in this Article with the prior notification and approval of the immediate non-bargaining unit supervisor if such meetings are held during the employee's regular working hours. Such approval shall not be denied except for a bona fide operational need by the ~~employer-Employer~~, taking into consideration the Department's staffing levels. Such denial shall be submitted to the employee in writing prior to the start of the meeting. The denial shall include the bona fide reason for the denial.

**ARTICLE XI
DISCIPLINE**

Section 1. Discipline

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

- Oral ~~reprimand-Reprimand~~ (notice to be given in writing);
- Written ~~reprimand-Reprimand~~ (notice to be given in writing);
- 1 Day Suspension (~~Notice-notice~~ to be given in writing);
- 5 Day Suspension (~~Notice-notice~~ to be given in writing);
- 10 Day Suspension (~~Notice-notice~~ to be given in writing);
- 30 Day Suspension (~~Notice-notice~~ to be given in writing);
- Discharge (notice to be given in writing).

~~Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has had a reasonable period of time~~

~~to investigate the matter. Disciplinary action may be imposed upon a certified employee for just cause.~~

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

Section 2. Manner of Discipline

If the Employer has reason to discipline an employee, it shall be done whenever possible in a manner that will not embarrass the employee ~~before in front of other~~ employees or the public. Management shall not publicly give notice to any other employees of disciplinary action taken against an employee.

Section 3. Notice

For discipline other than reprimands, the Employer shall hold a pre-deprivation meeting. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union steward of the meeting and shall provide the steward with the alleged infraction at least forty-eight (48) hours in advance (excluding weekends and Holidays). The Employer shall meet with the employee involved and inform him of the reasons for such contemplated disciplinary action, including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given an opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested.

Section 4. Demotion

Demotions shall not be used as a disciplinary measure; however, the parties recognize that circumstances may exist where the ~~Employee~~ employee is dissatisfied with the job or is unable to meet the requirements of the position, and in such cases, demotion shall be appropriate.

Section 5. Union Representatives

An ~~employee~~ will have a right to Union representation before discipline is imposed or any other instance where granted by law.

Section 6. Removal of Discipline

Any oral or written reprimand shall be removed from an employee's record if from the date of the last discipline one (1) year passes without the employee receiving an

additional discipline for such an offense. Any suspension shall be removed from an employee's record, if from the date of the last disciplinary action ~~two (2) years~~ pass without the employee receiving any additional discipline. Any suspension resulting from a positive drug and/or alcohol test shall be removed from an employee's record, upon request, if, from the date of the last disciplinary action two (2) years pass without the employee receiving any additional discipline. Any discipline that has been in an employee's file for a period of time exceeding the above criteria shall not be used against the employee, whether it has been removed from the file or not.

Section 7. Polygraph

No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer nor ~~shall~~ be subject to discipline for the refusal to take such, unless such examination is required by law.

ARTICLE XII
LABOR-MANAGEMENT MEETINGS

Labor-Management meetings for the City of Springfield will be conducted once every month (if requested). Union and Management will submit agenda items to the designated representative ten (10) days prior to the scheduled Labor-Management meeting.

There shall be no maximum number of participants for the Union subject to operational needs of the ~~employer~~ Employer. Labor and Management may request additional participants to clarify the issues under discussion.

ARTICLE XIII
HOURS OF WORK AND OVERTIME

Section 1. Application

This Article is intended to define the normal hours of work per day or per week and shall not be construed as a guarantee of hours of work per day or per week or a guarantee of days of work per week.

Section 2. Workday

Employees shall work their regularly scheduled seven and one-half (7.5) or eight (8) hour workday for a regular workweek of thirty-seven and one half (37.5) or forty (40) hours, or workdays and workweeks shall be in accordance with current practice.

An employee whose normal workday extends from one calendar day to another shall be considered as working on the calendar day on which he started to work.

Section 3. Meal and Rest Periods

Employees shall be granted a meal period according to current practice. Whenever possible, the meal period shall be at approximately the middle of each shift. Unless specifically authorized by the non-bargaining unit supervisor, employees shall not work through their lunch break.

Employees shall be granted a fifteen (15) minute rest period during each one-half shift. The rest period shall be granted at the preference of the employee. However, such rest period may not be used at the beginning or the end of the employees shift, unless specifically authorized by the non-bargaining unit supervisor, such requests shall not be arbitrarily or capriciously denied. If more than one employee has a similar preference and an operational need would limit the number of employees who could take a rest period at that time, seniority shall determine who gets their first preference. Employees who smoke may exercise the option of dividing the rest periods in half.

Section 4. Work Shifts and Schedules

The parties shall reduce to writing what current scheduling practices prevail with respect to the length of the normal work week, starting and quitting times, days off, shifts or the rotation thereof, including Employer or _____ requested temporary changes for training or seasonal reasons as indicated in Appendix B. Thereafter, where changes in schedules affecting bargaining unit employees are warranted by programmatic or operational need, the Employer shall notify the Union and, upon timely request, negotiate with it concerning such changes. If an agreement cannot be reached, the matter shall be settled via arbitration. Changes in work schedules and shifts for reasons other than operational needs may be made only through mutual agreement. Work schedules shall not be changed solely to avoid payment of overtime.

All non-probationary employees shall be allowed to exercise their seniority- within their worksite, to change or retain shift assignments on December 1 of each year. An employee who is bumped shall subsequently be allowed to exercise his/her right to retain his/her shift assignment by bumping as well. Assignment pursuant to shift bidding will take effect on January 1. Employees may exercise shift bidding rights only within their current job classification series. The successful bidder must be able to perform the job with a minimum of training.

A ~~special~~ shift bid may take place when an employee vacates their position prior to the annual shift bid date of December 1.

Employees may exchange shifts for their own convenience or the convenience of another employee covered by this Agreement, provided such exchange does not create overtime. It is understood that employees exchanging shifts accept the responsibility to work any overtime that may come with that shift, in accordance with the overtime rotation schedule.

Employees may flex their work schedule for educational or other purposes with the prior approval of the employee's non-bargaining unit supervisor. This change of work hours will not constitute overtime on a daily basis even if the employee works more than seven and one-half (7.5) or eight (8) hours in a day. For schedule flexes with a duration of thirty (30) calendar days or more, the Union shall be notified by the Employer, in writing of the reason(s) for the change and the duration of such change. The Employer may not arbitrarily or capriciously deny an employee requesting a flex schedule.

Section 5. Shift Differential

Full-time employees whose regular work shift begins at noon or later, through 2:59 p.m., shall receive a shift differential of twenty cents (.20) per hour for all hours worked. Full-time employees whose regular work hours are between 3:00 p.m. and 7:00 a.m. shall receive a shift differential of fifty cents (.50) per hour for all hours worked.

The shift differential shall only be paid for time actually worked, and shall not be applied to any paid time off.

Section 6. Overtime

The City reserves the right to require any employee to work additional hours when necessary. An employee may not work overtime at his own discretion. Overtime must be authorized by the non-bargaining unit supervisor, department head or Appointing Authority. No employee shall be required to clock out and return to work on overtime within a four (4) hour period.

For the purpose of overtime calculations, sick leave and unpaid leaves of absence provided for in Article XX shall not be considered time worked.

Section 7. Sunday Work

Employees called in to work on a Sunday, except part-time employees, shall receive double time for work on Sunday or the employee's second regularly scheduled day off. Employees who are regularly scheduled to work Sundays shall be compensated at the straight time rate. The work schedule currently in effect for ~~full-time~~ time Library employees involves intermittent work on Sundays and shall, therefore, be compensated at the time and one-half rate.

Section 8. Working on a Holiday

An Employee required to work and who in fact works on a holiday, as provided for in Article XXI, shall receive, in addition to his regular pay for the holiday, pay at the

rate of double time for each hour worked either in cash or compensatory time at the employee's option.

Section 9. Call Back Pay

Employees who are called back to work by the Employer after they have completed their regular shift shall receive a minimum of two (2) hours pay at the applicable rate. The two (2) hour minimum shall not apply to holdover overtime. Call Back Pay shall apply any time an employee is called into work during ~~off~~ duty hours without prior scheduling.

If the overtime assignment is completed in less than two (2) hours, the Employer will not require the employee to work the entire two (2) hours by assigning extra non-essential work. However, if a second emergency occurs while the employee is on a call-back, the ~~Employee~~ employee will address the second emergency, and this will not be considered a second call back.

Section 10. Stand-by

Stand-by compensation shall be paid in accordance with the Fair Labor Standards Act with a two (2) hour minimum.

Section 11. Overtime Distribution

Overtime shall be distributed as equally as possible among those qualified employees who normally perform the work. Employees shall provide the Employer with one (1) telephone number to be used for purposes of offering the opportunity to work overtime. Overtime shall be offered on a rotating basis in accordance with seniority, beginning with the most senior employee who was not offered overtime the last time overtime was offered. If all employees available to work the overtime opportunity decline, the Employer shall assign the overtime in reverse seniority order; the least senior employee who has not been directed by the Employer to work overtime shall be directed to work the hours until all employees have been required to work at which time the process shall repeat itself. Overtime offered but refused shall be recorded as overtime worked in regards to eligibility for future overtime assignments.

When a new employee enters the unit, he~~she~~ shall sit out one full rotation of the distribution of overtime by seniority.

A current overtime roster will be posted on appropriate Union bulletin boards as provided for in Appendix B of the Collective Bargaining Agreement. Such roster shall indicate overtime worked, declined, and mandated.

An employee who does not want to be offered overtime opportunities shall sign and date a prepared statement for the Employer asking to be by-passed for overtime opportunities. Such employees shall still be subject to mandated overtime. If the

employee changes his/her mind at a later date, a signed and dated statement must be given to the Employer asking to be reinstated in the overtime rotation. Employees placed back into rotation shall sit out one full rotation of the distribution of overtime by seniority.

Section 12. Overtime Compensation

Employees who are regularly scheduled to work seven and one-half (7.5) or eight (8) hours in a day, or thirty-seven and one-half hours (37.5) or forty (40) hours per week shall receive compensation at the time and one-half rate for all hours worked in excess of those limits. Except for those employees funded by grants, such compensation shall be in cash or compensatory time at the discretion of the employee. An employee must elect whether overtime worked in a pay period shall all be ~~all~~ converted to compensatory time or ~~the overtime worked in a pay period shall~~ all be paid in cash. Notwithstanding the above language, the practice of payment of overtime for Library employees for work on Sundays shall remain at the time and one-half rate.

Compensatory time may be accumulated up to a maximum of one-hundred and twenty (120) hours.

Section 13. Scheduling of Compensatory Time

Compensatory time may be taken with twenty-four (24) hours notice and with approval of the employee's non-bargaining unit supervisor, subject to the operational needs of the Employer. The advanced notice and approval requirement may be waived by the Supervisor. The notice will be waived in the Commercial office if staffing percentages allow the absence. Compensatory time may be used in one-half (1/2) hour increments. Requests to use compensatory time shall not be unreasonably denied.

Section 14. Payroll Period

Effective July, 1994, all members of the bargaining unit shall have bi-weekly payroll periods which commence on a Sunday and conclude on a Saturday. Paychecks will be issued on the Friday following the completion of each two-week period. If the pay day falls on a holiday, the paychecks will be issued on the preceding workday. Effective upon ratification and signature of this 2015 contract, employees' paychecks shall be issued through direct deposit to an institution of the employees' choosing. Within thirty (30) days of ratification all employees' pay-checks shall be issued via direct deposit. For those employees who are unable to open a bank account, they shall be guaranteed an account with the City Credit Union and the employee's paycheck shall be issued through direct deposit to the City Credit Union bank account.

Section 15. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

Section 16. Alternative Schedules

The parties agree to meet and discuss the feasibility of implementation of flexible schedules and/or alternative schedules in the Treasurer's Office within sixty (60) days of the signing of this Agreement.

ARTICLE XIIIIV **SENIORITY**

Section 1. Definition

~~Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous regular service since the employee's last date of hire but in no event includes any service as a temporary employee. Seniority for anyone who accepts a position recognized in Article III after December 10, 1993, shall be defined as the length of continuous service in the bargaining unit.~~

An employee's continuous service record shall be broken by resignation, retirement, death, discharge for cause, transfer out of the unit and layoff in excess of thirty-six (36) months, unless their recall period has been extended.

Section 2. Breaks in Continuous Service

~~discharge for just cause, retirement, death, and layoffs in excess of thirty six (36) months. An employee's continuous service record shall be adjusted for suspensions or unpaid leaves of absences of 30 days or more.~~

An employee shall be terminated if they have been on layoff for a period of time equal to their seniority at the date of layoff or thirty-six (36) months whichever greater, unless their recall period has been extended.

An employee's seniority shall continue during:

1. Period of approved absence with leave
2. Period of absence because of injury or illness
- 4-3. Period of layoff because of lack of work

Section 3. Determination of Seniority for Same Day Hires

When two (2) or more employees have the same seniority date, the order of their seniority on that date will be determined by a lottery. When the lottery takes place, a ~~representative~~ representative shall be present.

Section 4. Seniority List

The ~~employer~~-Employer agrees to provide seniority lists to a designated union ~~Union~~ official ~~seniority lists~~ quarterly. The ~~employer~~-Employer also agrees that these quarterly lists shall be posted on the appropriate bulletin boards quarterly. (~~These~~-~~these~~ bulletin boards will be from a mutually agreed upon list).

Any dispute over the seniority standing of any employee on the seniority list shall be submitted to Step two (2) of the grievance procedure. After the posting of a seniority list, ~~and~~ if the list is not questioned within thirty (30) days, such list shall be deemed to be correct for that period of the posting and upon written request a copy of said list shall be sent to the Union.

ARTICLE XIV **PROBATION AND PROBATIONARY PERIODS**

Section 1. Probationary Period

All new employees, including rehired employees, shall be considered as probationary employees and must successfully complete a probationary period of six ~~seven~~-(~~67~~)-months from the last date of hire. However, employees hired as a Customer Service Representative shall have an eight (8) month probationary period.

Section 2. Breaks in Service

The probationary period required above represents a total cumulative service time. However, should any such leave of absence or break in service be greater than two (2) months, by mutual agreement, the probationary period may be restarted at the time the employee returns to work. In lieu of termination, the parties may agree to extend the probationary period for a maximum of three (3) (months) and the Union shall be notified of the extension.

Section 3. Initial Probationary Period

During the initial probationary period, the probationary employee may be disciplined, discharged, demoted, laid off, or otherwise dismissed at the sole discretion of the Employer and neither the reason for nor the disciplinary action taken ~~shall~~ may be the subject of a grievance.

Section 4. Seniority

Employees shall enjoy the rights and privileges of seniority upon their date of hire. Employees who hire in on the same day shall submit to a seniority draw to determine the tie break. At such drawing, the ~~union~~-Union shall conduct the draw and notify the ~~employer~~-Employer of the results.

Section 5. Probationary Promotions

Probationary employees shall not be eligible to use their seniority for promotion during their probationary period. Employees promoted during their probationary period shall be paid probationary rate of pay for the new title for the remainder of the original probationary period.

ARTICLE XVI **VACANCIES**

Section 1. Posting

Whenever a job vacancy occurs in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days, and sent to the ~~union~~ Union via email. The notice shall include the posting date, position classification, number of positions to be filled, work location, rate of pay, the ~~work day/workday~~ schedule, hours of work, and whether or not the position is in the bargaining unit.

A vacancy occurs when the Employer determines to increase the work force, fill a classification, or replace an incumbent. During this period, employees who wish to apply for the vacant job, including employees on layoff, shall submit the application in writing or email to the Office of Human Resources.

Section 2. Selection

Vacancies shall be filled based upon an individual's qualifications, experience, knowledge, skills, and ability to perform the work in question. All employees in positions recognized in Article III shall receive equal consideration for vacancies in the bargaining unit. Qualified bargaining unit members shall be interviewed and deemed unqualified for the position in question before ~~outside applicants~~ outside of the bargaining unit are interviewed by the City, ~~prior to interviewing applicants outside of the bargaining unit.~~

Where qualifications to perform the required work are relatively equal, the Employer shall fill the vacancy ~~by~~ with the employee with the greater seniority in the bargaining unit. However, current employees with less seniority who possess greater knowledge, skill, and ability may be considered over a more senior employee. In the event no City employees bid or are qualified to perform the work in question, the Employer may select an external applicant. The City will provide written notification to the applicant and the Union if the employee has not met the minimum qualifications for the position. The City will provide the Union with the name of the successful bidder and the names and seniority dates of the bidders following the filling of a vacancy.

If no employee in the Local 3738 bargaining unit applies or is qualified for the vacant position, the vacant position may be posted for external candidates to apply, preference shall be given to other City of Springfield employees within other AFSCME bargaining

units, depending on the applicants qualifications, experience, knowledge, skills, and ability to perform the work in question, over any other external hire.

For any posted position not filled within forty-five (45) days after the expiration of the posting period, upon request by the Union to the Office of Human Resources, the Union shall be provided with the reason a selection has not been made.

Section 3. Promotion Probationary Period

Employees moving into a new position for which they were not previously certified shall serve ~~There shall be a four (4) month probationary period in a promotion. If the position movement occurs employee has been promoted prior to the completion of the initial sixseven (67) or eight (8) month probationary period (depending on the position),~~ the two (2) probationary periods shall run concurrently. If during this probationary period the employee is unable to perform as determined by the Employer or employee, he may be returned to his same position, seniority permitting. If the employee does not have the seniority to return to his same position, the layoff provisions in Article XVII shall apply.

ARTICLE XVII **LAYOFF AND RECALL**

The Employer may lay off any employee, whenever such action is made necessary by reason of a shortage of work or funds, the abolition of a position, or because of changes in organization. However, no employees within the unit shall be laid off while there are seasonal, volunteers, interns, intermittent, temporary, or probationary new hire employees serving in the same job classification within the organizational unit, for which the employee is eligible and available. In addition, the Employer agrees not to utilize non-bargaining unit workers to perform the work of laid off bargaining unit employees for the purpose of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

In the event a layoff is necessary, employees will be laid off by inverse order of seniority and their ability to perform the remaining work available without additional training. Layoffs shall be within an organizational unit by classification.

Employees subject to layoff shall be allowed to exercise the following options in the order set forth below, subject to the employee being qualified for the position:

1. to fill a vacancy in the same classification within the same bargaining unit;
2. to displace the least senior employee with the same classification in the same bargaining unit;
3. to fill a vacancy in a classification having a lower rate of pay within the same bargaining unit;
4. to displace the least senior employee in a lower level classification within the same classification series in the same bargaining unit.

Any employee being laid off shall be notified in writing as soon as practical but no later than thirty (30) days before the effective date of the layoff.

An employee may waive his~~her~~ right to bump into a lower classification and choose to accept a layoff without any adverse effect upon future employment.

Employees on layoff shall not accumulate vacation and sick leave during the period of layoff. However, there shall be no loss of accumulated sick leave due to layoff, except that when an employee is continuously laid off for a period of thirty-six (36) months, accumulated sick leave shall be lost. Accumulated vacation shall be paid on the next payroll following the laid off individual's last day of work.

Section 2. Definition of Term

For purpose of this Article only, the definition of Office shall encompass the bargaining unit.

Section 3. Grant Funded Employees

Effective 4/20/04, any bargaining unit employee who is paid through a grant shall be treated as all other bargaining unit employees in regards to Article XVII, Layoff and Recall, for as long as they are working under their current grant. As grants expire, grant funded employees may exercise the following options subject to the employee being qualified for the position:

1. to fill a vacancy in the same classification within the same office;
2. to displace the least senior employee with the same classification in the same office;
3. to fill a vacancy in a classification having a lower rate of pay within the same office;
4. to displace the least senior employee in a lower level classification series in the same office;
5. to remain in the grant funded position, if it is to be renewed or extended, and give up any future ability to exercise any of the options contained in this Article.

Employees who elect to remain in grant funded positions after the expiration date and employees who bid into or are hired into grant funded positions after the ratification of this Agreement shall not be entitled to exercise any options under Article XVII.

Section 4. Recall

The names of employees laid off shall be placed on a recall list for a period of thirty-six (36) months.

Recall within an Office shall be according to the employee's job classification in the inverse order of their layoff, provided they are presently qualified to perform the work.

Employees who are eligible for recall shall be sent a Notice of Recall to the employee's last reported address, certified mail, return receipt requested. The employee shall notify the Employer of his intention to return within five (5) working days after receipt of a Notice of Recall.

The Office of Human Resources shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee—, it being the obligation and responsibility of the employee to provide the Office of Human Resources with his latest mailing address.

An employee on a recall list who is subsequently offered a recall to a specific lower title and declines to be recalled to that title, shall be removed from the recall list for that particular title. However, that person would remain on the recall list for other titles. An employee who accepts a recall into a lower position will remain on the recall list and shall remain eligible for recall into the position from which he/she was originally laid-off.

ARTICLE XVIII **PERSONNEL FILES**

Upon written request of an employee, the Office of Human Resources shall reasonably permit an employee to inspect his official personnel file subject to the following:

- (a) Such inspection shall occur no later than seven (7) days following receipt of the request;
- (b) If circumstances prohibit compliance within this time period, the Employer may request a seven (7) day extension;
- (c) Such inspection may occur during employee's working hours upon reasonable written request and supervisory approval subject to operational needs;
- (d) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein, upon reasonable payment for the cost of copying; The Employer may choose to provide print copies, digital copies or both, but shall not in any case assess a cost or fee upon employees to produce the copy.
- (e) Upon written authorization by the requesting employee in cases where such employee has a written grievance pending and is inspecting his file with

respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;

- (f) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his position which shall become an integral part of that portion of the file over which disagreement exists until such portion is permanently removed from such file;
- (g) Pre-employment information shall not be subject to inspection or copying.

ARTICLE XIII **PERFORMANCE EVALUATIONS**

An employee's performance evaluation shall be completed by their supervisor who is outside the bargaining unit and who either has first-hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The supervisor shall take into consideration varying workload characteristics during the evaluation process.

An employee's performance evaluation shall be reviewed and discussed with the employee and the employee shall be permitted to respond in writing to their evaluation. Any response shall be attached to the evaluation.

An employee's signature shall signify only that he has been given his performance evaluation; the employee's performance evaluation may not be altered subsequently without the employee's review.

ARTICLE XIX **LEAVES OF ABSENCE**

Section 1. General Leave

The Employer may grant employees a leave of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for the following purposes: attendance at college, university or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the City, or urgent personal business requiring the employee's attention for an extended period, such as settling estates ~~and~~ liquidating a business. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

A general leave of absence for the purpose of pursuing an academic program of study may be granted by the Employer for a period of time that corresponds to a quarter or semester, whichever is appropriate. Such leaves, upon written request, may be

extended for an additional semester or two (2) additional quarters. Such leaves shall not be unreasonably denied.

An employee may use accumulated vacation, personal days, or compensatory time before being placed on an unpaid general leave.

Section 2. Military Leave

Military leave shall be granted in accordance with applicable law. An employee who is a member of the National Guard or of a reserve unit of the Armed Forces of the United States will be granted leave for training sessions not to exceed fifteen (15) calendar days provided that notice is given not less than thirty (30) days before the first day of absence. During annual training, the Employer will pay that portion of the employee's base salary not paid by the military unit.

Any full-time employee who is a member of a reserve or guard unit that is mobilized to active military duty, as a result of an order of the President of the United States, shall continue to receive his~~her~~ regular compensation as a City employee, including health insurance and other benefits, minus the amount of base pay for military duty. In the event that 20% or more of the employees of the City of Springfield are mobilized to active duty, the provisions of this paragraph shall not apply.

Section 3. 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 any FMLA leave shall be used for this purpose. Employees will be required to exhaust all paid benefit time (vacation, personal days and sick leave) as part of their FMLA leave and such time will count toward the twelve (12) week limit.

Leaves to take care of a serious health condition may be taken on an intermittent or reduced schedule basis. Leaves for the birth or adoption of a child must be taken within the first twelve (12) months of the date of birth or placement.

Employees must request a leave by giving the ~~City~~ notice at least thirty (30) days in advance of a foreseeable leave, and as soon as practicable for an unforeseen leave.

The Employer may require employees requesting a leave to care for a serious health condition to submit medical verification from a health care provider. The employee may also be required to undergo an examination by an impartial physician. Such examination shall be paid for by the Employer. Upon return to work, the employee shall submit a fitness-for-duty certificate from a qualified health care provider.

During a Family or Medical leave, the Employer will continue to provide medical and dental coverage at the same premium rate as if the employee was still on active duty. The employee will be required to maintain individual health and/or dental premiums, if any. Payment of the employee's premium shall be due on the first day of the month and in no case later than the tenth of the month. Coverage shall cease immediately for any employee whose payment is more than thirty (30) days late.

After a leave, the employee will be restored to the position he held prior to the leave or to an equivalent position with equivalent pay and benefits. An employee who fails to return from an FMLA leave will be required to reimburse the City for the Employer's portion of the health insurance premiums paid during the leave.

Section 4. Medical Leave

Employees who have exhausted their accumulated sick leave days and have completed a FMLA leave but are unable to report to or back to work because of a start or continuation of illness, injury or ~~work-related~~ related ~~injury~~, may receive a disability leave without pay. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regularly assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the ~~employer~~ Employer.

During said leave, the disabled employee shall provide written verification by a licensed physician at the ~~employer's~~ Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability.

Employees shall immediately return to work upon release by the attending physician.

Employees shall be paid their regular rate of pay when they attend court in their official capacity. Employees who receive a subpoena to appear in court as a plaintiff, defendant, or witness shall be granted a leave of absence without pay; however, an employee may elect to fulfill such responsibilities on accrued compensatory time, vacation, or personal leave.

Section 7. Sick Leave

Reliable attendance is essential to ~~assure~~ effective municipal operations. Unscheduled and unanticipated absence, whether by accident or design, creates an undue transfer of workload to other employees who are already carrying full workloads. Likewise, insufficient staffing that prevents dutiful employees from properly utilizing their earned benefit time is equally burdensome and places an undue transfer of workload to other employees.

- a) ~~(a)~~ Positive steps will be taken by each department to correct attendance.
 - b) ~~(b)~~ The parties agree to follow the Progressive Disciplinary Track for Attendance outlined in the Memorandum of Understanding attached to this Agreement. The Office of Human Resources shall provide guidelines by which an attendance monitoring and analysis program will be developed and administered that is in line with the terms agreed upon in this article.
- a) Continual unsatisfactory attendance patterns will not be tolerated and appropriate action as outlined in this article will follow.

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 sick leave 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 or parents (including ~~step~~ parents and in-laws) if the illness is such that the presence of the employee is medically necessary. Employees may also utilize up to three (3) days of sick time in a calendar year for an adult child if medical documentation is provided certifying the illness as a serious health condition. The Employer agrees that on a ~~case~~ by case basis, emotional distress may be considered a sickness or a disability and on a ~~case by case~~ case-by-case basis, employees will be allowed to utilize sick leave with pay. The employer agrees to not arbitrarily or capriciously deny time off requests made by employees and will give due consideration to the responsibilities, needs, obligations, and desires of bargaining unit employees as well as the operational needs of the Employer prior to denying time off requests. 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 appropriate disciplinary action.

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

~~three six (3-5)~~ months of continuous service. Newly hired employees, during their first ~~three (3) six~~ months of their probationary period, shall be granted authorized dock time for illnesses

Sick leave may be taken in one-half (1/2) hour increments.

Employees shall not be penalized or called at home for the reasonable use of sick leave; however, it is the responsibility of each employee requesting sick leave to notify the Employer 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. It is the employee's responsibility to speak directly with a supervisor or non-bargaining unit designee when notification of his/~~her~~ absence is made. For employees whose starting time is earlier than that of the supervisor or non-bargaining unit designee or whose supervisor or non-bargaining unit designee is unavailable, the Employer will establish a voice-mail number or e-mail address by which the employee can make notification of his/~~her~~ absence. Library employees shall continue to call their supervisor once and then the ~~voice-mail~~voicemail or e-mail address.

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.

Proof status

In the event the employer has reasonable suspicion and evidential support of sick leave time abuse, the employer may place an employee on proof status. This shall not be done maliciously or capriciously, but fairly and with the intent to follow the tenants of progressive and corrective discipline. At the time an employee is placed on proof status, the Employer will submit to the employee, in writing, the reasons for placing the employee on proof status. The amount of usage of sick time alone shall not be the basis for placing an employee on proof status. Some examples of sick leave abuse include:

1. ~~1~~—~~1~~ a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days, or holidays.
2. ~~2~~—~~2~~ a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.

3. ~~3.~~ a pattern of undocumented sick leave usage.
4. ~~4.~~ repeated use of sick leave benefits as they are earned and consistently exhausted.
5. ~~5.~~ using sick leave and engaging in activities during the employee's normal work hours which indicate ability to work.
6. ~~6.~~ use of more sick leave than accrued in any twelve (12) month period, without employer pre-approval or physician's statement.

~~Once an employee is placed on proof status, the employee must provide proper medical certification for the continued use of sick leave until the employee has gone sixty (60) working days without any additional occurrences on the attendance progression track, for a period not to exceed 90 days. If such certification is not provided within 10 business days of when the sick leave was used while on proof status, then the employer may begin the progressive disciplinary process as long as other mitigating factors did not preclude the employee from submitting such certification in a timely manner.~~

~~Proper medical certification must contain the following elements:~~

~~Signature, address, and phone number of the medical practitioner (or authorized designee).~~

- ~~The pertinent date(s) in question of the illness or injury.~~
- ~~c) (e) An indication that the employee was unable to work on the date(s) in question for reasons of personal or family illness.~~
- ~~d) (d) The original medical statement must be submitted; if the employee needs a copy, management will provide.~~

~~Notwithstanding the above, the Employer may accept an electronically generated statement with an electronic signature or a facsimile with cover page, as long as if the necessary information is provided as set forth in (a), (b), (c) and (d). An employee not on proof status, who utilizes sick leave may, at the employee's discretion, provide medical certification for any such absence and have such certification included in their supervisor's file. Absences for which medical certification has been provided shall not be a consideration in the determination of whether or not to place an employee on proof status.~~

An employee who does not use more than one (1) sick day during a calendar year shall receive two (2) 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. Effective January 1, 2012, sick days used under FMLA shall be counted against an employee for determining his eligibility for personal bonus days.

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

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 set~~ be reduced to less than thirty (30) days. No payment shall be made for vacation days acquired hereunder if not used.

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, in the event of death, to his estate. Employees shall be compensated upon retirement or death according to these formulas for a maximum of two hundred forty (240) days. The practice for sick time accrual and usage shall be first in, first out. Employees hired on or after January 5, 2016, shall no longer be eligible for this benefit.

Section 8. Benefit Time Donation

~~Employees shall be allowed to donate vacation and/or sick time to co-workers, within their respective City Fund, who are suffering from documented serious health issues. The employee receiving such donation must have no benefit time of their own available.~~

~~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 donating vacation days must 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 amount of vacation days but must maintain at least 5 vacation days.~~

~~Donated days shall only be used as sick days.~~

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

~~Employees wishing to donate days must complete a time off sheet and designate the days as a donation.~~

~~Donated days will not be considered in determining an employee's eligibility for the bonus days as provided in the contract.~~

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

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

~~The parties agree that in the event a city wide sick leave bank is established, the above provisions will no longer apply and eligible employees will be given the opportunity to voluntarily participate in said sick leave bank.~~

Employees may voluntarily donate their accrued vacation or sick leave time to other employees subject to the following provisions:

1. Sick time – Employees who have a minimum of 31 days of sick time as of the close of business on the day such days are donated. Employees may donate an unlimited number of sick days but must maintain at least 30 sick days.
2. Vacation days – Employees who have a minimum of 6 vacation days as of the close on the day such days are donated. Employees may donate an unlimited number of vacation days but must maintain at least 5 vacation days.
3. The employee receiving donated benefit time may not use that time for anything other than sick leave, regardless of how the time was originally categorized prior to the donation.

eligibility for the bonus days under Chapter 36, Employment Policies.

6. Donated days not used by the recipient shall be credited back to the donor in the inverse order in which they are donated.
7. An employee wishing to receive donated time must be eligible for FMLA and must exhaust all their own benefit time before becoming eligible to receive donated time.
8. Employees that have given notice of leave, resignation, or retirement are ineligible to make donations.

Section 9. Duty Disability

Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended, provided that the first three (3) days of such disability shall be at full salary. Commencing with the fourth (4th) working day of disability, and continuing until and including the ninetieth (90th) calendar day from the date of the illness or injury, an employee who remains incapacitated for work shall be additionally compensated, as salary, for all workdays missed because of said illness or injury, an amount equal to the difference between

compensation payable under the above-mentioned Acts and what his net salary would be were he not disabled. As used in the immediately preceding sentence, "net salary" shall mean "gross salary less State and Federal taxes, pension, and union dues." The resulting amount, less deductions, shall be paid to the employee. Issues relating to compensability of ~~work related~~work-related injuries which cannot be resolved between the ~~employer~~Employer and employee shall be decided under the procedures of the Worker's Compensation Commission. The employee will receive full time for the day of injury. Employees absent 30 working days or more shall not accrue benefit time unless specifically awarded, pursuant to the Workers' Compensation Act, award or settlement.

Section 10. Personal Business Days

Regular employees who have completed twelve (12) months of service with the City shall be allowed three (3) personal days with pay each calendar year. Such personal business days may be used for any personal reason of the employee. Personal days may be taken in whole day, half day or ~~one~~one-half (1/2) hour increments.

A personal day off must be scheduled twenty-four (24) hours in advance of the employee's starting time, except in emergency situations or when an employee is requesting the use of one-half (1/2) day for the second half of his~~her~~ work day, with the approval of the immediate non-bargaining unit supervisor or his designee. Personal days shall be granted with particular regard to operational requirements, but shall not be arbitrarily or capriciously denied. The advanced notice and approval requirement may be waived by the Supervisor. The notice will be waived in the Commercial office if staffing percentages allow the absence.

Personal days may not be accumulated nor carried over from one calendar year to another. No employee shall be eligible for payment for unused personal business days.

Section 11. Maternity/Paternity/Adoption Leave

In an amount equal to four weeks' pay taken consecutively is available for all full-time employees who become parents. Days must be taken in full day increments.

(1) All employees must complete the "Certification of Pregnancy and expected Due Date Form" during the first two trimesters (26 weeks). Employees must have the form signed by their physician and return it to human resources no later than the 26th week of pregnancy.

(2) Employees who adopt children will be eligible for this time if documentation relative to the adoption (court records, adoption agency forms, attorney briefs, etc.) are provided to human resources immediately upon its availability to the adoptive parent(s).

(3) This paid maternity/paternity/adoption time is limited to one per employee, per year.

(4) If both parents are eligible employees and work in the same department, the time off must be staggered in order to avoid any possible disruptions in office operations.

Section 12. 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 134. Time Off Request Forms

Employees must submit completed "Time Off Request" forms to their immediate non-bargaining unit supervisor within the time periods specified in this Article, except in verified emergency situations, in order to be eligible for any leave of absence provided for in this Agreement. Time Off Request Forms shall be completed and returned to the employee by close of business of submission for time off requiring twenty-four (24) hour advanced notice. If the time off request is for the same day, the supervisor will respond as soon as practicable the same day the request is made.

Section 1 . Failure to Return

In the absence of a reasonable excuse and notice to the Employer, an employee who fails to return to work at the time specified in the application for leave shall be subject to disciplinary action, up to and including discharge.

Section 153. Part-Time Employees

Regular part-time employees, upon completion of six (6) months service, shall be eligible for paid leaves of absence on a pro-rated basis according to the formula in Appendix A.

Section 164. Employee Rights After Leave

A) When an employee returns from a leave of six (6) months or less, the Employer shall return the employee to the same position in the same classification in which the employee was incumbent prior to the leave, seniority permitting. If the employee does not have the seniority, the layoff provisions shall apply.

B) If the employee returns to work after a leave exceeding six (6) months and there is no equivalent position, the employee will be laid off in accordance with the procedures found in Article XVII, Layoff and Recall.

Section 175. Tuition Reimbursement

The Employer agrees to pay tuition reimbursement in accordance with current practice.

**ARTICLE XXI
HOLIDAYS**

Section 1. Holidays

All employees shall have time off with pay on the following holidays or the day designated as such by the Employer:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day Juneteenth on June 19
President's Day Lincoln's Birthday	Thanksgiving Day
Good Friday	Friday Following Thanksgiving
Memorial Day	Day Before or After Christmas
Independence Day	Christmas Day

Section 2. Part-time Employees

When a holiday is observed on a part-time employee's regularly scheduled workday, that employee will be compensated on a pro-rated basis in accordance with the formula in Appendix A. Part-time employees must have completed six (6) months of service to be eligible for this benefit.

Section 3. Work on a Holiday

An employee required to work, and who in fact works, on a holiday shall receive, in addition to his regular pay for the holiday, pay at the rate of double time for each hour worked either in cash or compensatory time at the employee's option.

Section 4. Holiday on a Normal Day Off

An eligible employee who does not work on a holiday because it is a normal day off shall receive another day off as per current practice.

Section 5. Eligibility

In order to be eligible for holiday pay or time off under the provisions of this Article, the employee must have worked the scheduled day before and after the

designated holiday or have been paid vacation, personal leave or sick leave (with verification) for such days.

Section 6. Holiday During Vacation

If a holiday falls within an employee's regularly scheduled vacation period, the employee shall not be charged a vacation day for the holiday.

Section 7. Holiday Observance

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 8.

The Library will be closed on the Sunday before Memorial Day, Labor Day and Christmas—~~and~~ ~~such~~ days shall not be considered holidays.

Employees shall receive straight-time pay for all designated Holidays, regardless of whether the Holiday is observed on the traditional date or on an alternate "observed"

scheduled and perform work on that date shall be deemed to have worked on the Holiday.

If the City of Springfield designates an alternate "observed" date for a Holiday, Library employees who are scheduled and perform work on that observed date shall also be deemed to have worked on the Holiday.

Employees shall be credited Holiday time in accordance with City practice for the "observed" date, while receiving straight-time compensation for the Holiday itself.

The parties acknowledge that there may be occasions when the City of Springfield is closed but the Library remains open. In such circumstances, Library employees who are scheduled to work shall not be deemed to be working on a Holiday unless the date is a designated Library Holiday under this Agreement.

ARTICLE XXII
VACATIONS

Section 1. Accrual

Hours of vacation accrual per month based on length of continuous service with the City shall be in accordance with the following schedule:

<u>Length of Service</u>		<u>Hours of Accrual/Month</u>		Days Earned
At the	Through the	<u>7.5 Hour</u>	<u>8 Hour</u>	Per Year
<u>Beginning of:</u>	<u>Completion of:</u>	<u>Day</u>	<u>Day</u>	
1 month	5 years	6.250	6.6666	10
6 years	9 years	9.375	10.0000	15
10 years	11 years	10.000	10.6666	16
12 years	13 years	10.625	11.3333	17
14 years	15 years	11.250	12.0000	18
16 years	17 years	11.875	12.6666	19
18 years	19 years	12.500	13.3333	20
20 years	21 years	13.125	14.0000	21
22 years	23 years	13.750	14.6666	22
24 years	25 years	14.375	15.3333	23
26 years	29 years	15.000	16.0000	24
30 years		15.625	16.6666	25

Regular part-time employees, upon completion of six (6) months service, shall earn vacation time on a pro-rated basis according to the formula in Appendix A.

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

Vacation leave earned in one year must be taken by the end of the next succeeding year or be lost. For the purpose of this provision, a year shall be measured from the initial employment date.

Section 2. Use

No vacation leave may be taken until six (6) months of continuous service has been completed.

For purpose of this Section, the vacation year shall begin on January 1 and end on December 31. Employees shall designate vacation preference for the vacation year between November 1 and January 1. Vacation dates shall be granted based on seniority within the unit and the Employer shall respond in writing to submitted vacation requests ~~submitted~~, no later than January 31 of each year.

Vacation dates chosen by the employee after January 1 shall be on a ~~first-come, first-served~~ first served basis. However, because of the nature of the work and the requirement that the orderly performance and continuity of municipal services be maintained, it may be necessary to limit the number ~~of employees taking vacation at the same time~~ or to prohibit employees from taking vacation during a particular period ~~at the same time~~. The employer shall respond in writing to vacation requests submitted between January 1 and October 31 within five (5) work days.

Vacation may be taken in thirty (30) minute increments at any time after it is earned with forty-eight (48) hours notice ~~only~~ with the prior approval of the Employer, subject to operational requirements. Employees shall be able to use vacation time in a verified emergency situation with prior approval of the non-bargaining unit supervisor. In no event will vacation leave in excess of two (2) days be granted with less than five (5) working days notice to the Employer, unless otherwise approved by the Employer. For purposes of this Article such approval shall not be unreasonably withheld. The employer agrees to not arbitrarily or capriciously deny time off requests made by employees and will give due consideration to the responsibilities, needs, obligations, and desires of bargaining unit employees as well as the operational needs of the Employer prior to denying time off requests. The advanced notice and approval requirement may be waived by the Supervisor. The notice will be waived in the Commercial office if staffing percentages allow the absence.

Employees with at least six (6) months continuous service who retire or resign from the service of the Employer shall be compensated at their straight time hourly rate for unused vacation leave at the time of separation provided two (2) weeks prior notice is afforded the Employer in writing. If said notification is not provided, the employee shall not be entitled to any pay for accumulated vacation time. The parties recognize there may be circumstances that prevent giving 2 weeks notice. In those cases, the Employer and ~~union~~ will meet to discuss waiver of the notification requirement. In the event of an employee's death, the estate shall receive such unused vacation pay. In no case will any probationary employee or any employee discharged for cause be compensated for unused vacation.

Section 3. Vacation Buy Back

Any employee who puts in three separate requests for vacation at the employee's preferred time and subsequently gets all three requests denied due to operational need may elect to sell back such requested vacation days. In order to be considered as a denial under this section, the vacation request shall be for at least five (5) consecutive working days, not including regularly scheduled days off. Such requests must be made at least five (5) working days in advance of the beginning of the requested vacation period.

For purposes of this section only, requests for vacation time during blackout periods in the month of May at Oak Ridge Cemetery and during the Illinois State Fair at the Springfield Public Health Department shall not count as a denial.

Employees shall submit a written notice of intent to the Employer stating the number of days they wish to sell back. Such days shall be payable during the subsequent pay period following the date the intent notice was given. The amount paid shall be based on the employee's current rate of pay.

ARTICLE XXIII
TEMPORARY ASSIGNMENT

Section 1.

The Employer may, within the provisions of this Article, temporarily assign an employee to perform the duties of another classification. The Employer will first assign temporary assignment to the employees in the next lower classification by seniority in the series in which the temporary assignment occurs and then will equitably distribute such assignments among those employees who are qualified to perform the work, on a rotating basis giving due consideration to seniority. To be eligible for temporary assignment pay, the employee must be directed to perform duties or the duty which distinguish the classification and/or be held accountable for the responsibility of a different classification. Foreseen temporary assignment opportunities shall be posted internally and awarded to the most senior employee in the next lower classification. Employees who do not wish to be temporarily assigned to the duties of a higher classification may waive their right at the beginning of each calendar year. Such employees may cancel the waiver in writing, which shall be effective following one full rotation of the seniority list.

Section 2.

An employee temporarily assigned to perform the duties of a classification at an equal or lower pay grade/range than his regular classification ~~shall be paid his regular pay grade/range than his regular classification~~ shall be paid his regular pay rate. An employee temporarily assigned to perform the duties of a classification having a higher pay grade/range for one-half (1/2) working day or more, ~~he/she~~ shall receive the established base rate of the pay grade/range for the higher classification or thirty cents (\$.30) per hour, whichever is greater.

The Employer shall not rotate or reassign other employees to any specific temporary assignment in order to circumvent the payment provisions of this Agreement.

Section 3. Time Limits

The duration of a temporary assignment shall not exceed three (3) months unless mutually agreed to by the parties. However, if a temporary assignment lasts

longer than three (3) months, upon request, the Union shall be provided with information explaining the need to continue the temporary assignment and how much longer the temporary assignment will continue.

Once temporarily assigned, employees shall be considered at that new title until directed to return to normal duties.

ARTICLE XXIII ABSENCES AND TARDINESS

Section 1. General Provisions

It is understood that excessive absenteeism, excessive tardiness, or the abuse of sick leave (improper or excessive use) constitutes just cause for discipline up to and including discharge. However, the Employer will not discipline an employee for a reasonable use of sick days.

Section 2. Absence/Tardiness

An employee who cannot report for duty at the scheduled time shall report the reason therefore to the immediate non-bargaining unit supervisor or his designee prior to the date of absence when possible, but in no case later than prior to the start of the shift, unless circumstances prevent the employee from doing so. All unauthorized and unreported absences or repeated or excessive tardiness shall be considered as without leave and a deduction of pay shall be made. An unreported leave of one (1) day or more shall be considered grounds for disciplinary action. The threshold between late arrival and unauthorized absence is one (1) hour after the starting time.

If an employee is going to arrive late or be tardy at the beginning of their shift, or returning from lunch/break late, they must report it prior to being late by contacting their immediate Supervisor, or calling a designated line indicated by the department; with the reason the employee will be late. Once the employee arrives at work, they must notify their immediate Supervisor by email as to the time they arrived.

- Under seven (7) minutes late, employees may make up the time away on the employee's lunch. Example, five (5) minutes late, take a 55-minute lunch instead of 60-minute lunch.
- Over seven (7) minutes or later, the employee may use benefit time (vacation or compensatory) or may make up the time away on the employee's lunch.

If the employee does not have benefit time available to use but does not want to make up the time on their lunch, they may choose to receive docked time.

Failure to report a tardiness prior to being late, repeated or excessive tardiness, and/or repeated or excessive use of benefit or docked time under this Article shall result in disciplinary action.

The parties agree to follow the Progressive Disciplinary Track for Attendance outlined in the Memorandum of Understanding attached to this Agreement.

ARTICLE XXIV **SAFETY AND HEALTH**

Section 1. General Statement

The Employer agrees to make reasonable provisions in accordance with applicable law for the safe and healthful workplace for all employees and to correct all known hazards.

Section 2. Tools & Equipment

The Employer agrees to provide and maintain tools and equipment consistent with current practice. Employees are responsible for reporting any unsafe condition and for properly using and caring for any tools and equipment furnished by the Employer.

Section 3. Clothing

Wearing apparel required by the Employer shall be provided consistent with current practice.

Section 4. Inclement Weather Gear

The Employer agrees to provide inclement weather gear consistent with current practice.

Section 5. Toxic Substances

The Employer agrees to comply with the Right to Know Law regarding toxic substances.

Section 6. Safety Incentive

~~Effective December 1, 2015, employees in the following titles:, Custodians, Facility Maintenance Workers, Oak ridge Ridge employees, Traffic Wardens, and Security Officers covered under this agreement who work safely in accordance with all safety rules, and have no lost time accidents or OSHA recordable injury injuries in a year, shall receive a safety incentive beginning on December 1, 2016. Should all members achieve the safety incentive, then those who achieved the safety incentive shall receive the additional group incentive amount as stated below. The incentive shall be administered annually as follows:~~

<u>Year</u>	<u>Individual</u>	<u>Group</u>
<u>5</u>		<u>\$150</u>
<u>1-5</u>	<u>\$200</u>	<u>\$200</u>
<u>6-10</u>	<u>\$250</u>	<u>\$250</u>
<u>11-</u>	<u>\$300</u>	<u>\$250</u>
<u>15</u>		<u>\$300</u>
<u>16-</u>	<u>\$350</u>	<u>\$350</u>
<u>20</u>		<u>\$350</u>
<u>21-</u>	<u>\$400</u>	<u>\$400</u>
<u>25</u>		<u>\$400</u>
<u>26-</u>	<u>\$450</u>	<u>\$450</u>
<u>30</u>		<u>\$450</u>
<u>30+</u>	<u>\$500</u>	<u>\$450</u>

~~Years refer to the number of years of safe work in succession. The incentive is capped at 30 years. Employees who are disciplined for violation of a safety rule but who work without a lost time accident or OSHA recordable injury will receive 50% of the initiatives. Years prior to 12/1/2015 do not count for purposes of determining the incentive.~~

Section 6 A/V Recording and GPS Tracking

of the technology prior to implementation.

The parties agree that the intent of any such technology shall be to enhance operational efficiency and aid in the protection of both employee and Employer property against theft, vandalism, etc. Except where required by law no recordings or data will be made public.

Clearly visible notice will be posted anywhere recording technology is in use, including vehicle interiors. The parties agree that such technology shall not be utilized for the purpose of harassing or simply surveilling the day-to-day activity of employees. It may be utilized to verify the guilt or innocence of an employee accused of misconduct, provided that the video/audio/GPS data is not the sole basis for the charges. In the event such data is utilized to support discipline the Union will be given copies of all pertinent data as well as documentation of what the non-surveillance basis for suspecting the employee of misconduct.

ARTICLE XXVI
GENERAL PROVISIONS

Section 1. External Employment

Any person employed by the City may undertake employment outside of and in addition to his City employment, providing the employee shall notify the appointing authority of the employer's name and nature of employment and provided that such external employment shall in no way present a conflict of interest or in any way compromise the employee's performance of service.

Section 2. Workshops

Any workshops, seminars, classes, etc. that are offered to City of Springfield employees shall be posted at a central place in each work location.

Section 3. Driver's License

All employees who are required to drive as a part of their job shall obtain and maintain an appropriate driver's license and insurance. Failure to inform the City of a suspended or revoked license, or to maintain an appropriate driver's license and insurance, may result in disciplinary action up to and including discharge. Employees, except employees serving an original probationary period, whose driver's license^s have been revoked or suspended shall be placed on layoff for a maximum of forty-five (45) days. If at any time during the forty-five (45) day layoff an employee obtains his driver's license^r or permit, he will be returned to his former position.

Section 4. Commercial Driver's License Requirement

All employees required to obtain a Commercial Driver's License are subject to the following conditions:

- (a) License fee to be paid by the employee, the difference between the cost of a regular license and CDL shall be paid by the Employer.
- (b) The first written test shall be taken during working hours without loss of pay.
- (c) Road test to be taken on City time in a City owned vehicle.
- (d) Training to familiarize the employee with the new Commercial Driver's License requirement will be provided by the City.
- (e) Employees, except employees serving an original probationary period, who have failed the test and whose C license or temporary permit has expired will be temporarily reassigned at 10% less per hour for a maximum of ninety (90) days. No more than one (1) employee may be temporarily reassigned at any one time.

If during the ninety (90) day temporary reassignment the employee still has not received his Commercial Driver's License, ~~they~~ he will be placed on layoff for a maximum of sixty (60) days. If at any time during the ninety (90) day reassignment or

sixty (60) day – layoff period an employee obtains his Commercial Driver’s License, he will be returned to his former position and pay.

If an employee fails to obtain his Commercial Driver’s License within the sixty (60) day layoff period he may be discharged.

Section 5. Dress Code

Employees are expected to wear reasonable attire. Employees should avoid wearing anything to the office that is worn, frayed, or a safety hazard. Basic elements for appropriate attire include clothing that is in neat and clean condition. Many clothes which are perfectly acceptable for sports, leisure, or evening attire may not be suitable for office attire. Employees should use common sense regarding work attire and refrain from wearing sloppy, distracting, or revealing clothing to the office. Clothing promoting products, ~~or~~ advocating for religious or political beliefs are not appropriate.

The parties agree to establish a committee ~~to~~ to ~~expand~~ to further expand this dress code policy and address issues as they arise. The committee shall meet at least quarterly but may meet more frequently upon request by either party.

The committee shall consist of 2 _____ representatives, 2 management representatives, and at least one non-voting member from the

If the committee cannot agree on an issue, then mediation services shall be sought to resolve the issue.

Employees not adhering to this dress code policy and any further committee attire guidelines as established may be subject to the disciplinary process. Any prior agreements and MOU’s on this topic shall be superseded by this agreement.

Section 6. Temporary Employees

Nothing contained herein shall preclude the City from hiring temporary employees consistent with current practice. Such temporary employees shall not be entitled to any of the benefits outlined herein, except statutory benefits as provided by law. The City will not engage temporary employees in bargaining unit positions for more than 1,000 hours per calendar year.

Section 7. Records and Forms

- (a) The Employer shall maintain accurate, daily attendance records.
- (b) No employee shall be required to sign an undated form for resignation.
- (c) An employee shall be given a copy of any/all forms requiring a signature that may have an ~~effect~~ on his/her working conditions.

Section 8. Garnishments

Garnishments shall be made under the applicable laws and regulations.

Section 9. Printing of Agreement

The Employer shall have this agreement printed in booklet form within sixty days of signing, at the Employer's expense. All current covered employees, new hires and managerial personnel shall be provided such by the Employer. In addition, the Employer shall provide to the Union ten (10) extra copies.

The Employer agrees to print the wages in the contract by classification showing the probationary hourly rate and the base hourly rate for each classification.

The Employer and the Union agree to sit down immediately after ratification of the contract and verify the wages and contractual changes for printing of the Agreement.

Any dispute between the parties regarding correct wage rates will be handled through the grievance process.

**ARTICLE XXVII
SUBCONTRACTING AND SUCCESSORSHIP**

Section 1.

The Employer shall not contract or subcontract any work normally or presently being performed by bargaining unit employees including any work assignments created pursuant to the Welfare to Work Reform Act of 1996 for the purpose of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

Section 2.

This Agreement shall be binding upon the parties hereto, and shall be binding upon any successors or assigns by merger, ~~consolidations~~ consolidation, or otherwise of either party.

**ARTICLE XXVIII
INCLEMENT WEATHER**

Employees shall not be required to work outside in severe cold or hot weather, periods of rain, electrical storms, periods of heavy snowfall, except in emergency situations. It shall be considered severe cold weather if the temperature is fifteen degrees Fahrenheit (15) or below, according to the Weather Channel. The Superintendent in charge shall be the judge of work to be performed during bad weather.

Whenever inclement weather or any other emergency situations makes it necessary for the Employer to restrict hours of operation which impacts members of this Bargaining Unit as outlined in this Agreement, the impacted employees shall be compensated as if they worked a full shift if they work for the entirety of the shift not impacted by the restricted hours. In the event the Employer is to restrict hours of operation which impacts members of this Bargaining Unit and an impacted employee is unable to report to any non-restricted portion of his/her shift, the impacted employee shall be required to use benefit time for the entirety of the shift missed for non-restricted hours of operation. In the event the Employer closes operations for a full day, employees shall be compensated as if they worked the full shift for that day.

ARTICLE XXIII **WAGES**

Effective August 1, 2025, the pay rates for all bargaining unit classifications and steps shall be increased by \$1.00/hour. In addition to this increase the following increases shall take effect: 2% and a one time one time payment of \$1500 lump sum.

- Effective August 1, 2025, the Tier II wage schedule shall be eliminated and all employees on the Tier II wage scale shall be moved to the regular wage scale, in

rate for that classification shall be increased to \$20.00/hour.

- Effective August 1, 2025, Security Officer 1 wage rates shall be adjusted to \$23.50/hour, in lieu of the \$1.00/hour increase.

Effective August 1, 2026, the pay rates for all bargaining unit classifications and steps shall be increased by \$0.75/hour. 2% and a one time one time payment of \$250 lump sum.

Effective August 1, 2027, the pay rates for all bargaining unit classifications and steps shall be increased by \$0.75/hour. 2%.

Effective January 1, 2028, the pay rates for all bargaining unit classifications and steps shall be increased by \$0.90/hour. 2.5%

Effective January 5, 2016, newly hired employees into the titles of Cashier I, Cashier II, Account Clerk 1I, Account Clerk 2II, Messenger Clerk I, and Messenger Clerk 2 II shall be at the negotiated rates as indicated in the wage Appendix.

Longevity:

10 years of service – Additional \$0.50 to base salary
15 years of service – Additional \$0.75 (\$1.25 additional to base salary)
20 years of service – Additional \$1.00 (\$2.25 additional to base salary)
25 years of service – Additional \$1.00 (\$3.25 additional to base salary)
These changes shall go into effect on August 1, 2022.

Tier 2 adjustments

~~Account Clerk I – \$18.00~~
~~Account Clerk II – \$19.00~~
~~Cashier I – \$18.00~~
~~Cashier II – \$20.00~~
~~Messenger Clerk I – \$17.00~~
~~Messenger Clerk II – \$18.00~~
~~Facility Maintenance Worker I – \$18.00~~

Title Wage Adjustments – Semi-Automatic Promotion

1. Facility Maintenance Workers

Facility Maintenance Worker I – Semi-~~A~~automatic promotion to FMW II – ~~45~~ years.

Elimination of Semi-automatic promotion from FMW II to FMW III. Management must maintain at least 3 FMW III minimum.

2. Service Representatives

—Service Representative I – Semi-automatic promotion to Service Representative II after 25 years in title.

3. Cashiers (CWLP only, excluding Cashiers within the Treasurer's Office)

Cashier I – semi-automatic promotion to Cashier II after 2 years.

4. Administrative Clerks

The Union may provide a written request to the Employer to determine eligibility for promotion from an Administrative Clerk I to Administrative Clerk II. The Employer reserves the right to conduct an audit upon such request and to determine eligibility for the promotion. The audit shall be based upon an individual's qualifications, experience, knowledge, skills, and ability to perform the work in question.

Hazard Pay – Oak ~~R~~Ridge Cemetery Employees:

Employees working in ~~an~~ aerial bucket truck, trimming or sawing trees, for one ~~or~~ hour or more per day shall receive ~~\$1.50~~~~seventy five~~ ~~(\$0.75) cents~~ per hour additional "aerial truck pay" for the entire day. Employees will not receive aerial truck pay for ~~any~~ work such as accessing roofs, cleaning gutters, etc.

ARTICLE XXIX **DRUG TESTING**

Effective 90 calendar days after the signing of the agreement, all employees in the bargaining unit are subject to drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any OSHA reportable event or any accident which results in a 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 traffic violation arising from an accident. In addition, employees in those classifications identified in Article III, Recognition are subject to periodic random drug and/or alcohol testing.

Any employee whose job does not require a commercial driver's license shall not be subject to testing of marijuana.

Section 1. Discipline

Upon the return of a positive drug or alcohol test, the following will result: If an alcohol test results in a ~~an~~ alcohol concentration of .02 or more, but less than .04:

- (1) First Offense – The employee will be immediately removed from the performance of safety-sensitive functions 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 ten (10) days 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 possible discharge 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. No pre-disciplinary hearing is required, unless exigent circumstances can be demonstrated by the ~~union~~ Union or employee.
- (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.

Section 2. 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 their ~~his or her~~ employment terminated.

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 a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. 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.

Violation of the Return-to-Work Contract is grounds for discharge.

If the employee desires his ~~split~~ split specimen to be tested by another certified lab, the employee shall tell the MRO within 72 hours of notice of the drug test results. The cost of the test will be incurred by the employee. If that second lab does not find any evidence of the drugs the first lab found or the split specimen cannot be tested, the MRO shall cancel the test results and the employee will not be subject to discipline. The MRO shall disclose the results of any split specimen test to the City.

Section 3. Confidentiality

Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies, and legitimate medical explanations provided by the Medical Review Office (MRO) shall be held confidential. Such records and explanations may be disclosed among directors, managers and/or supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, Civil Service hearing, charge, claim, or other legal proceeding initiated by or on behalf of an employee. Employees shall, upon written request, have access to their own results and to records relating to them which the MRO provides to the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

ARTICLE XXX RESIDENCY

~~any employees hired after the effective date of the ordinance. Current employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them.~~

~~In the event an employee improperly moves from the City of Springfield without proper notice to the employer, the employee shall be notified, in writing, of the improper move. The employee shall be given 30 days to rectify the error. If the employee has not rectified the issue after 30 days, then the employee shall be placed on an unpaid leave until the situation has been rectified.~~

~~If the employee has not rectified the issue by 60 days, then the tenants of progressive discipline shall commence per day that the issue is not rectified after the 60th day, up to and including discharge.~~

~~Once, however, the employee has noticed the employer in writing that the situation has been rectified, the employee shall be immediately reinstated.~~

~~An employee who gives a binding, written notice to retire shall not be subject to the City residency requirements for the 12 month period immediately preceding the date of retirement.~~

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 changes to Ordinance 491-11-23 or the City's residency requirement; however, no such changes made by Council which are more restrictive than the ordinance shall apply to any bargaining unit member.

ARTICLE XXXI
SAVINGS PROVISION – PARTIAL INVALIDITY

Section 1. Savings

None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law or the final order or judgment of any court having jurisdiction over the parties.

Section 2. Partial Invalidity

If any provisions of this Agreement should be rendered or declared unlawful, unenforceable, or not in accordance with applicable statutes or regulations 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 as soon as possible to negotiate alternative language to substitute for the invalidated provision.

ARTICLE XXXII
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in 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, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Where past practices and policies conflict with the express terms of the contract, the contract shall prevail. In order to qualify as a bona fide past practice, such practice must be (1) unequivocal, (2) clearly enunciated and acted upon, and (3) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.

ARTICLE XXXIII
TERMINATION

This Agreement shall be effective as of the 1st day of August 2025~~0~~ and shall remain in full force and effect until the 31st day of July 2029~~5~~. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no earlier than one hundred twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days after notice. This Agreement shall remain in full force and 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 no less than fifteen (15) work days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

*In witness whereof the parties hereto have set their hands this _____ day of
~~March~~November, 2026~~4~~.*

AFSCME COUNCIL 31

MAYOR MISTY BUSCHER
CITY OF SPRINGFIELD, ILLINOIS

PRESIDENT, LOCAL 3738

BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

APPENDIX A
PART-TIME PRORATED BENEFITS FORMULA

Upon completion of six (6) months of service, regular part-time employees shall be eligible for holiday pay, vacation and paid leaves of absence on a prorated basis. For compensation purposes, the number of hours which constitutes a prorated workday for a part-time employee shall be determined according to the following formulas:

- a) Less than one (1) year's service:

$$\frac{\text{Hours worked in thirteen preceding payroll periods}}{1040} \times 8 = \text{Prorated Workday}$$

- b) More than one year's service:

$$\frac{\text{Hours worked in prior 12 months}}{2080} \times 8 = \text{Prorated Workday}$$

The results of the above calculations shall be rounded off to the nearest quarter hour.

APPENDIX B
OVERTIME ROSTER

Overtime rosters shall be posted on Union Bulletin Boards in the following work locations:

Springfield Police Department:

Municipal Center East Basement
Academy

CWLP:

Municipal Center East 4th Floor
Municipal Center West Commercial Office
Dallman
Groth Street

Library:

3rd Floor

Oak Ridge Cemetery

APPENDIX C

Hours of Work by Agency – 3738

Mayor - 8:00 a.m. - 4:30 a.m.

Council - 8:00 a.m. - 4:30 a.m.

Clerk - 8:00 a.m. - 4:30 a.m.

Treasurer - 8:00 a.m. - 4:30 a.m.

HR – No Members

Office of Budget Management (OBM) - 8:00 a.m. - 4:30 a.m.

Fire - 8:00 a.m. - 4:30 a.m.

Public Works - Facility Maintenance Worker I (8.00 hours) - 1) 3:00pm – 11:00pm, 2) 3:00pm – 11:00pm, 3) 7:30am – 4:30pm, 4) 7:30am – 4:30pm, 5) 6:00am-3:00pm
Facility Maintenance Worker III (7.50 hours) - 1) 7:30am-4:00pm, 2) 7:00am-3:30pm, 3) 7:00am-3:30pm

Economic Development - 8:00 a.m. - 4:30 a.m.

Police - Records 0700 – 1530, Records 0730 – 1600, Records 0800 – 1630,
Fiscal/payroll 0800 – 1630, Front Desk 0700 – 1530, Front Desk 1500 – 2330, Supply
0630 – 1500, Traffic 0730 – 1600, Traffic 0800 – 1630, Academy 0600 – 1430, Crime
Analyst 0800 – 1630.

SCVB - Main Office 8am - 4:30pm, Visitors Center 9am - 5pm.

CWLP - Buyer in finance dept., works 7:30-4 M-F, 2 ISD employees 7:30 – 4 M-F, 7:30-4 or 2-9:30, Power Plant Employees work 7a-3:30p, Commercial Office work hours -
Monday through Friday - 7:00 – 3:30, 7:30 – 4:00, 8:00 – 4:30, 8:30 – 5:00, 8:45 – 5:15.

Library - Early Shift – 8:30 am – 5:00 pm Mon thru Sat., Late Shift – 11:30 am – 8:00
pm Mon thru Thur., Security - Shift A1 – 7:00 am – 3:30 pm Monday through Friday,
Shift B – 9:00 am – 5:30 pm Tuesday through Saturday; Shift C – 12:00 pm – 8:30 pm
Monday – Wednesday, 8:00 am – 4:30 pm Thursday, and 8:30 am – 5:00 pm Friday;
Shift D – 10:00 am – 6:30 pm Monday, 12:00 pm – 8:30 pm Tuesday and Wednesday,
8:30 am – 5:00 pm Thursday, and 8:00 am – 4:30 pm Saturday. Shifts C and D rotate
weekends and Shifts A and B stay the same. Shift 2 – 9:30 am – 6 pm Tue thru Fri. 8:00
am – 4:30 pm Sat., Shift 3 – 12 pm – 8:30 pm Mon thru Thur. 9:00 am – 5:30 pm Sat.

MEMORANDUM OF UNDERSTANDING

In addition to the current practice provided for in Article XXV, Sections 3 and 4, the following employees shall be provided the following items of clothing and/or inclement weather gear:

Library-Security Officers

Officers hired on or after August 1, 2000, will receive the following:

- Three (3) shirts.
- Two (2) pairs of pants.
- One (1) utility belt.
- ~~One (1) tie, one (1) pair of tennis shoes~~ ~~steel toe boots.~~
- New officers will receive two (2) additional shirts and three (3) additional pairs of pants upon completion of six (6) months of continuous service.

Clothing and equipment will be replaced on an as-needed basis as determined by the Employer.

Oak Ridge Cemetery Maintenance

Gloves: Summer and winter gloves supplied and replaced as needed as above.

- New employees: Five (5) long sleeve shirts, five (5) t-shirts and five (5) trousers.
- One (1) pair Carhartt coveralls or one (1) pair bibs and jacket (employee choice), replaced as needed as above.
- One (1) all-weather jacket.
- One (1) pair safety toe boots-- ~~\$300.00~~ ~~150.00~~ per year.
- Raincoats with hoods and rain boots, replaced as needed as above.

SPD Community Service Officers ~~Traffic Wardens~~

- Five pairs of pants
- Five pairs of winter shirts
- Five summer shirts
- One (1) winter coat
- One (1) summer coat
- One (1) pair of gloves
- One (1) raincoat
- One (1) pair of rain boots

Uniform shall be male/female appropriate, where possible. Employees will be issued patches and badges of similar style and quality as other uniform personnel.

Custodians and Facility Maintenance Workers shall be provided with chemical resistant gloves and goggles. Custodians and Facility Maintenance Workers shall receive an annual clothing allowance of \$ ~~250~~150.00.

Replacement of uniforms shall be determined when the condition of such uniform necessitates such replacement.

MEMORANDUM OF UNDERSTANDING

~~The holiday schedule for bargaining unit employees at the Library for the term of this Agreement shall be as follows:~~

2021

~~New Year's Day — 1/1 Friday (Closed Holiday)
1/2 Saturday (Open)
1/3 Sunday (Open)
Martin Luther King Jr. 1/18 Monday (Closed Holiday)
Lincoln's Birthday — 2/12 Friday (Closed Holiday)
Good Friday — 4/2 Friday (Closed Holiday)
Easter — 4/4 Sunday (Closed)
Memorial Day — 5/31 Monday (Closed Holiday)
Juneteenth — 6/19 Saturday (Closed Holiday) *Library was open
Independence Day — 7/3 Friday (Assumes City is Closed. Library
Open)
7/4 Saturday (Closed Holiday)
7/4 Sunday (Closed)
7/5 — Monday (closed Holiday)
Labor Day — 9/6 Monday (Closed Holiday)
Veteran's Day — 11/11 Thursday (Closed Holiday)
Thanksgiving — 11/25 Thursday (Closed Holiday)
11/26 Friday (Closed Holiday)
Christmas — 12/23 Thur (Closed Holiday)
12/24 Friday (Closed Holiday)
12/25 Saturday (Closed)
12/26 Sunday (Closed)
New Year's Day — 12/31 — Friday (Closed Holiday) *City Observed
Holiday~~

2022

~~New Year's Day~~ — ~~1/1 Saturday (Closed Holiday) *~~
~~1/2 Sunday (Closed)~~
~~Martin Luther King Jr.~~ — ~~1/17 Monday (Closed Holiday)~~
~~Lincoln's Birthday~~ — ~~2/11 Friday (Assumes City is Closed.~~
~~Library Open)~~
~~2/12 Saturday (Closed Holiday)~~
~~Good Friday~~ — ~~4/15 Friday (Closed Holiday)~~
~~Easter~~ — ~~4/17 Sunday (Closed)~~
~~Memorial Day~~ — ~~5/30 Monday (Closed Holiday)~~
~~Juneteenth~~ — ~~6/19 Sunday (Closed Holiday)~~
~~Independence Day~~ — ~~7/4 Monday (Closed Holiday)~~
~~Labor Day~~ — ~~9/5 Monday (Closed Holiday)~~
~~Veteran's Day~~ — ~~11/11 Friday (Closed Holiday)~~
~~Thanksgiving~~ — ~~11/24 Thursday (Closed Holiday)~~
~~11/25 Friday (Closed Holiday)~~
~~Christmas~~ — ~~12/23 Friday (Closed Holiday)~~
~~12/24 Saturday (Closed)~~
~~12/25 Sunday (Closed)~~
~~12/26 Monday (Closed Holiday)~~

~~1/2 Monday (Closed Holiday)~~
~~Martin Luther King Jr.~~ — ~~1/16 Monday (Closed Holiday)~~
~~Lincoln's Birthday~~ — ~~2/12 Sunday (Open)~~
~~2/13 Monday (Closed Holiday)~~
~~Good Friday~~ — ~~4/7 Friday (Closed Holiday)~~
~~Easter~~ — ~~4/9 Sunday (Closed)~~
~~Memorial Day~~ — ~~5/29 Monday (Closed Holiday)~~
~~Juneteenth~~ — ~~6/19 Monday (Closed Holiday)~~
~~Independence Day~~ — ~~7/4 Tuesday (Closed Holiday)~~
~~Labor Day~~ — ~~9/4 Monday (Closed Holiday)~~
~~Veteran's Day~~ — ~~11/10 Friday (Assumes City is Closed.~~
~~Library Open)~~
~~11/11 Saturday (Closed Holiday)~~
~~Thanksgiving~~ — ~~11/23 Thursday (Closed Holiday)~~
~~11/24 Friday (Closed Holiday)~~
~~Christmas~~ — ~~12/24 Sunday (Closed)~~
~~12/25 Monday (Closed Holiday)~~
~~12/26 Tuesday (Closed Holiday)~~

2024

New Year's Day — 12/31 Sunday (Closed)
 1/1 Monday (Closed-Holiday)
 Martin Luther King Jr. 1/15 Monday (Closed-Holiday)
 Lincoln's Birthday — 2/12 Monday (Closed-Holiday)
 Good Friday — 3/29 Friday (Closed-Holiday)
 Easter — 3/31 Sunday (Closed)
 Memorial Day — 5/27 Monday (Closed-Holiday)
 Juneteenth — 6/19 Wednesday (Closed-Holiday)
 Independence Day — 7/4 Thursday (Closed-Holiday)
 Labor Day — 9/2 Monday (Closed-Holiday)
 Veteran's Day — 11/11 Monday (Closed-Holiday)
 Thanksgiving — 11/28 Thursday (Closed-Holiday)
 11/29 Friday (Closed-Holiday)
 Christmas — 12/24 Tuesday (Closed-Holiday)
 12/25 Wednesday (Closed-Holiday)

2025

New Year's Day — 1/1 Wednesday (Closed-Holiday)
 Martin Luther King Jr. 1/20 Monday (Closed-Holiday)
 Lincoln's Birthday — 2/12 Wednesday (Closed-Holiday)
 Good Friday — 4/18 Friday (Closed-Holiday)
 Easter — 4/20 Sunday (Closed)
 Memorial Day — 5/25 Sunday (Closed)
 5/26 Monday (Closed-Holiday)
 Juneteenth — 6/19 Thursday (Closed-Holiday)
 Independence Day — 7/4 Friday (Closed-Holiday)
 Labor Day — 9/1 Monday (Closed-Holiday)
 Veteran's Day — 11/11 Tuesday (Closed-Holiday)
 Thanksgiving — 11/27 Thursday (Closed-Holiday)
 11/28 Friday (Closed-Holiday)
 Christmas — 12/25 Thursday (Closed-Holiday)
 12/26 Friday (Closed-Holiday)
 12/27 Saturday (Closed)
 12/28 Sunday (Closed)

MEMORANDUM OF UNDERSTANDING

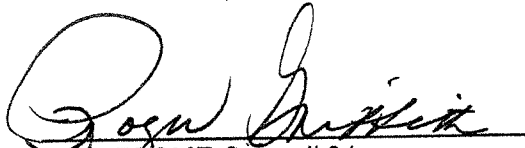
CITY OF SPRINGFIELD

AND THE

AFSCME COUNCIL 31

In regards to the installation and utilization of GPS tracking technology on City of Springfield vehicles utilized by any AFSCME, Local 3738 employee, the undersigned parties agree as follows:

1. The intended purpose of such equipment is to enhance the operational efficiency of the department, improve services to the public, improve the safety of employees and to ensure compliance with department work rules.
2. This technology shall not be made available to the public except as is provided for under state, federal or local laws.
3. Employees shall be given a brief overview of the systems capabilities and its intended use. Any vehicle equipped with this technology shall have a notice affixed to the interior notifying employees that it is so equipped.
4. The parties agree that GPS equipment may be used to verify the guilt or innocence of an employee that the employer has a bona-fide reason to suspect the employee of misconduct. Such equipment will not be utilized to harass employees, but will be used to monitor employees' work progress and work locations. In the event that data retrieved from the GPS system is used to support the employer's decision to discipline an employee, the union shall be provided with copies of all data pertinent to the contemplated discipline pursuant to any Pre-Deprivation Meeting.
5. In the event the employer elects to upgrade or enhance the GPS system, beyond regular software upgrades, the union shall be given advance notice and the right to bargain over the impact of such changes where appropriate.


For AFSCME Council 31
Local 3738

10/19/15
Date


For the City of Springfield

10/19/15
Date

Memorandum of Understanding

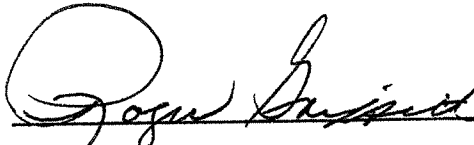
City of Springfield

and


AFSCME Council 31, Local 3738

As a result of the City's decision to install surveillance cameras in and around work areas of AFSCME 3738 employees and the Union's request to negotiate employee impact, the parties have met and negotiated the employee impact and agree as follows:

1. Video recording equipment will be placed in various locations around the property;
 2. The intended purpose of the video recording equipment is to aide in the protection of employees and the public and aide in the protection of both employer and employee property against theft, vandalism, etc.;
 3. Signs will be posted in various locations notifying both employees and the public that video recording is taking place;
-
4. Only employees who have been provided with a password and log-on identification shall have the ability to monitor video recordings;
 5. The parties agree that video recordings may be used to verify the guilt or innocence of an employee that the employer has a bona-fide reason to suspect of employee misconduct. Video recordings will not be utilized to solely monitor the daily performance and activities of employees;
 6. If employee misconduct captured by video is used by the employer to support employee discipline, the union shall be provided with a copy of said video as soon as physically possible.


AFSCME Council 31

Date: 10/19/15


FOR THE CITY

Date: 10/19/15

MEMORANDUM OF UNDERSTANDING

CITY OF SPRINGFIELD

AND THE

AFSCME COUNCIL 31

As a result of the City's decision to install telephone recording software and the Union's request to negotiate employee impact, the parties have met and negotiated the employee impact and agree as follows:


1. The telephone recording software will be placed in the CWLP Commercial Office Customer Service area and the Treasurer's Office. Should other offices implement recording software, the union and employees shall first be notified and this MOU shall subsequently apply.
2. The intended purpose of the telephone recording software is to aide in the protection of the employees when customers accuse employees of being rude or unprofessional;
3. The telephone recording software will aide new employees in listening to their customer calls as a method of improving their communication and verbal skills with customers;
4. Customers will be informed the customer calls are being recorded via a message before speaking directly with CWLP Commercial Office Customer Service, Treasurer's Office staff, or other staff that may implement recording software;
5. Only designated management staff within the CWLP Commercial Office and Treasurer's Office shall have the ability to monitor the recorded calls when a customer complaint about an employee is brought to the attention of management;
6. Only designated management staff within the CWLP Commercial Office and Treasurer's Office, the customer service trainer, and a new employee shall have the ability to monitor the recorded calls during training or refresher training;
7. The parties agree the telephone recording software may be used to verify the innocence or guilt of an employee that the employer has a bona-fide reason to suspect of employee misconduct. The telephone recording software will not be used to solely monitor the daily performance and activities of employees.
8. If employee misconduct captured by the telephone recording software is used by the employer to support employee discipline, the union shall be provided with a copy of said recording as soon as physically possible.
9. Prior to utilizing the telephone recording software in the CWLP Commercial Office Customer Service area, Treasurer's Office, other offices where AFSCME 3738 employees are located, employees shall be given an overview of the recording capabilities and intended use.

MEMORANDUM OF AGREEMENT
CITY OF SPRINGFIELD
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
LOCAL 3738

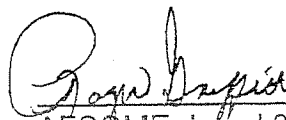
The City of Springfield ("City") and the American Federation of State, County and Municipal Employees (AFSCME), Local 3738 have reached the following agreement regarding health insurance for employees:

1. The City will offer a Health Secure, HMO and Basic Select Plan.
2. The City agrees to negotiate changes in the plan benefits prior to December 31, 1999.
3. The Health Plan benefits will not be changed during the period of January 1, 1997 through December 31, 1999.
4. The City will prorate premiums for the remainder of calendar year 1997.
5. The City will readjudicate the claims in 1997 for those individuals switching plans in 1997 retroactive to January 1997. Those switching plans will be charged the additional premium if claims must be readjudicated.
6. Employees shall not be charged a monthly premium contribution for single coverage.
7. AFSCME, Local 3738 will withdraw the Insurance ULP charges against the City upon ratification of the insurance issue by their membership.
8. Monthly premium contribution for Family coverage under the Health Secure and HMO are as follows:
 - 1.4% of base with a minimum of \$35/month and maximum of \$50/month, provided, however, if fewer than 100 city wide employees switch from Basic Select to Health Secure or HMO, then the maximum contribution in 1999 shall be \$55/month.

9. Employees who select Basic Select coverage shall not be charged a monthly premium contribution for single or family coverage.
10. The HMO will become effective October 1, 1997. In addition, the insurance plan year for 1998 shall begin October 1, 1997 and run through December 31, 1998.
11. An insurance committee shall be established which shall be composed of representatives from each bargaining unit, non-represented employees, management and retirees. The committee shall review proposed changes in insurance benefits or coverage, discuss the changes and recommend to the Mayor the consensus of the committee regarding any proposed changes in benefit or coverage prior to a final decision being made on said changes in benefits and/or coverages.



 City of Springfield *apv* Date *5/23/02*



 AFSCME, Local 3738 *09-12-97*
 Rich Bolar Date

AFSCME 3738	<u>8/1/2024</u>	<u>8/1/2025</u>	<u>8/1/2026</u>	<u>8/1/2027</u>	<u>8/1/2028</u>
	-	\$1.00	\$0.75	\$0.75	\$0.90
-	<u>BASE</u>	<u>BASE</u>	<u>BASE</u>	<u>BASE</u>	<u>BASE</u>
-	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>
ACCOUNT CLERK 1	\$ 20.14	\$ 21.14	\$ 21.89	\$ 22.64	\$ 23.54
ACCOUNT CLERK 2	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
ACCOUNT TECHNICIAN 1	\$ 25.50	\$ 26.50	\$ 27.25	\$ 28.00	\$ 28.90
ACCOUNT TECHNICIAN 2	\$ 27.24	\$ 28.24	\$ 28.99	\$ 29.74	\$ 30.64
ACCOUNTS RECEIVABLE SPECIALIST	\$ 28.18	\$ 29.18	\$ 29.93	\$ 30.68	\$ 31.58
ADMINISTRATIVE CLERK 1	\$ 25.50	\$ 26.50	\$ 27.25	\$ 28.00	\$ 28.90
ADMINISTRATIVE CLERK 2	\$ 27.24	\$ 28.24	\$ 28.99	\$ 29.74	\$ 30.64
ADMINISTRATIVE COORDINATOR	\$ 33.33	\$ 34.33	\$ 35.08	\$ 35.83	\$ 36.73
BUILDING PERMIT ASSISTANT I	\$ 20.12	\$ 21.12	\$ 21.87	\$ 22.62	\$ 23.52
BUYER 1	\$ 27.26	\$ 28.26	\$ 29.01	\$ 29.76	\$ 30.66
BUYER 2	\$ 30.74	\$ 31.74	\$ 32.49	\$ 33.24	\$ 34.14
CASHIER 1	\$ 20.14	\$ 21.14	\$ 21.89	\$ 22.64	\$ 23.54
CASHIER 2	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
CEMETERY SPECIALIST 40 hours	\$ 28.30	\$ 29.30	\$ 30.05	\$ 30.80	\$ 31.70
CLAIMS COORDINATOR	\$ 29.47	\$ 30.47	\$ 31.22	\$ 31.97	\$ 32.87
CLERK 1	\$ 18.66	\$ 20.00	\$ 20.75	\$ 21.50	\$ 22.40
CLERK TYPIST 1	\$ 20.13	\$ 21.13	\$ 21.88	\$ 22.63	\$ 23.53
CLERK TYPIST 2	\$ 20.72	\$ 21.72	\$ 22.47	\$ 23.22	\$ 24.12
CLERK TYPIST 3	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
COMMUNITY OMBUDSMAN	\$ 28.10	\$ 29.10	\$ 29.85	\$ 30.60	\$ 31.50
COMMUNITY PROGRAMS COORDINATOR	\$ 32.37	\$ 33.37	\$ 34.12	\$ 34.87	\$ 35.77
COMMUNITY PROGRAMS SPECIALIST	\$ 26.87	\$ 27.87	\$ 28.62	\$ 29.37	\$ 30.27
COMMUNITY WORKER	\$ 20.41	\$ 21.41	\$ 22.16	\$ 22.91	\$ 23.81
COMPUTER OPERATOR 1	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
COMPUTER OPERATOR 2	\$ 23.99	\$ 24.99	\$ 25.74	\$ 26.49	\$ 27.39
COMPUTER OPERATOR 3	\$ 26.35	\$ 27.35	\$ 28.10	\$ 28.85	\$ 29.75
CONSUMER REPRESENTATIVE 3	\$ 28.10	\$ 29.10	\$ 29.85	\$ 30.60	\$ 31.50
CRIME STUDIES ANALYST	\$ 30.74	\$ 31.74	\$ 32.49	\$ 33.24	\$ 34.14
DATA CONTROL COORDINATOR	\$ 26.35	\$ 27.35	\$ 28.10	\$ 28.85	\$ 29.75
DATA CONTROL SPECIALIST	\$ 23.99	\$ 24.99	\$ 25.74	\$ 26.49	\$ 27.39

DATA INPUT OPERATOR 1	\$ 20.14	\$ 21.14	\$ 21.89	\$ 22.64	\$ 23.54
DATA INPUT OPERATOR 2	\$ 21.32	\$ 22.32	\$ 23.07	\$ 23.82	\$ 24.72
DEMO/REHAB PERMIT INSPECTOR	\$ 33.82	\$ 34.82	\$ 35.57	\$ 36.32	\$ 37.22
EDUCATIONAL COORDINATOR	\$ 25.35	\$ 26.35	\$ 27.10	\$ 27.85	\$ 28.75
ENGINEERING AIDE	\$ 22.48	\$ 23.48	\$ 24.23	\$ 24.98	\$ 25.88
EQUIPMENT OPERATOR 1 40 hours	\$ 21.39	\$ 22.39	\$ 23.14	\$ 23.89	\$ 24.79
EQUIPMENT OPERATOR 2 40 hours	\$ 24.53	\$ 25.53	\$ 26.28	\$ 27.03	\$ 27.93
FACILITIES MAINT WORKER 1 40 hour	\$ 19.20	\$ 20.20	\$ 20.95	\$ 21.70	\$ 22.60
FACILITIES MAINT WORKER 2	\$ 23.01	\$ 24.01	\$ 24.76	\$ 25.51	\$ 26.41
FACILITIES MAINT WORKER 3	\$ 23.80	\$ 24.80	\$ 25.55	\$ 26.30	\$ 27.20
GRANTS TECHNICIAN	\$ 28.19	\$ 29.19	\$ 29.94	\$ 30.69	\$ 31.59
HUMAN RIGHTS INVESTIGATOR	\$ 25.40	\$ 26.40	\$ 27.15	\$ 27.90	\$ 28.80
INVENTORY CLERK	\$ 25.54	\$ 26.54	\$ 27.29	\$ 28.04	\$ 28.94
LABORER/TRUCK DRIVER 40 hours	\$ 24.90	\$ 25.90	\$ 26.65	\$ 27.40	\$ 28.30
LEAD WORKER	\$ 26.30	\$ 27.30	\$ 28.05	\$ 28.80	\$ 29.70
LIBRARIAN 1	\$ 29.39	\$ 30.39	\$ 31.14	\$ 31.89	\$ 32.79
LIBRARIAN 2	\$ 32.04	\$ 33.04	\$ 33.79	\$ 34.54	\$ 35.44
MAINTENANCE FOREMAN	\$ 26.35	\$ 27.35	\$ 28.10	\$ 28.85	\$ 29.75
MAINTENANCE WORKER	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
MESSENGER CLERK I	\$ 19.62	\$ 20.62	\$ 21.37	\$ 22.12	\$ 23.02
MESSENGER CLERK II	\$ 21.42	\$ 22.42	\$ 23.17	\$ 23.92	\$ 24.82
MICROFILM OPERATOR	\$ 20.73	\$ 21.73	\$ 22.48	\$ 23.23	\$ 24.13
OAK RIDGE CEMETERY FOREMAN 40 hours	\$ 31.85	\$ 32.85	\$ 33.60	\$ 34.35	\$ 35.25
RECEPTIONIST	\$ 19.61	\$ 20.61	\$ 21.36	\$ 22.11	\$ 23.01
REHAB CONSTRUCTION SPECIALIST	\$ 33.92	\$ 34.92	\$ 35.67	\$ 36.42	\$ 37.32
REHAB FINANCE SPECIALIST	\$ 33.84	\$ 34.84	\$ 35.59	\$ 36.34	\$ 37.24
SECRETARY 1	\$ 23.04	\$ 24.04	\$ 24.79	\$ 25.54	\$ 26.44
SECRETARY 2	\$ 24.75	\$ 25.75	\$ 26.50	\$ 27.25	\$ 28.15
SECURITY OFFICER 1	\$ 21.92	\$ 23.50	\$ 24.25	\$ 25.00	\$ 25.90
SERVICE REPRESENTATIVE 1	\$ 21.30	\$ 22.30	\$ 23.05	\$ 23.80	\$ 24.70
SERVICE REPRESENTATIVE 2	\$ 23.27	\$ 24.27	\$ 25.02	\$ 25.77	\$ 26.67
SERVICE REPRESENTATIVE 3	\$ 25.50	\$ 26.50	\$ 27.25	\$ 28.00	\$ 28.90
SERVICE REPRESENTATIVE 4	\$ 27.24	\$ 28.24	\$ 28.99	\$ 29.74	\$ 30.64
SMALL MOTOR REPAIRMAN 40 hours	\$ 22.76	\$ 23.76	\$ 24.51	\$ 25.26	\$ 26.16
STOREROOM FOREMAN (SUPV)	\$ 30.97	\$ 31.97	\$ 32.72	\$ 33.47	\$ 34.37

STORES CLERK	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
SWITCHBOARD OPERATOR	\$ 18.66	\$ 20.00	\$ 20.75	\$ 21.50	\$ 22.40
TOUR RESERVATION COORDINATOR	\$ 22.60	\$ 23.60	\$ 24.35	\$ 25.10	\$ 26.00
COMMUNITY SERVICE OFFICER	\$ 20.48	\$ 21.48	\$ 22.23	\$ 22.98	\$ 23.88
TRAINING COORDINATOR	\$ 30.74	\$ 31.74	\$ 32.49	\$ 33.24	\$ 34.14

AFSCME 3738

	8/1/2020	8/1/2021	8/1/2022	8/1/2023	8/1/2024
	0.00%	2.00%	2.00%	2.00%	2.50%
TITLE - Hired BEFORE January 5, 2018*	BASE RATE	BASE RATE	BASE RATE	BASE RATE	BASE RATE
ACCOUNT CLERK 1	\$18.5162	\$18.8865	\$19.2642	\$19.6495	\$20.1407
ACCOUNT CLERK 2	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
ACCOUNT TECHNICIAN 1	\$23.4438	\$23.9127	\$24.3910	\$24.8788	\$25.5008
ACCOUNT TECHNICIAN 2	\$25.0437	\$25.5446	\$26.0555	\$26.5766	\$27.2410
ACCOUNTS RECEIVABLE SPECIALIST	\$25.9077	\$26.4259	\$26.9544	\$27.4935	\$28.1808
ADMINISTRATIVE CLERK 1	\$23.4438	\$23.9127	\$24.3910	\$24.8788	\$25.5008
ADMINISTRATIVE CLERK 2	\$25.0437	\$25.5446	\$26.0555	\$26.5766	\$27.2410
BUILDING PERMIT ASSISTANT I	\$18.5000	\$18.8700	\$19.2474	\$19.6323	\$20.1231
BUYER 1	\$25.0651	\$25.5664	\$26.0777	\$26.5993	\$27.2643
BUYER 2	\$28.2649	\$28.8302	\$29.4068	\$29.9949	\$30.7448
CASHIER 1	\$18.5162	\$18.8865	\$19.2642	\$19.6495	\$20.1407
CASHIER 2	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
CEMETERY SPECIALIST 40 hours	\$26.0143	\$26.5346	\$27.0653	\$27.6066	\$28.2968
CLAIMS COORDINATOR	\$27.0915	\$27.6333	\$28.1860	\$28.7497	\$29.4684
CLERK 1	\$17.1509	\$17.4939	\$17.8438	\$18.2007	\$18.6557
CLERK TYPIST 1	\$18.5056	\$18.8757	\$19.2532	\$19.6383	\$20.1293
CLERK TYPIST 2	\$19.0494	\$19.4304	\$19.8190	\$20.2154	\$20.7208
CLERK TYPIST 3	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
COMMUNITY OMBUDSMAN	\$25.8330	\$26.3497	\$26.8767	\$27.4142	\$28.0996
COMMUNITY PROGRAMS COORDINATOR	\$29.7581	\$30.3533	\$30.9604	\$31.5796	\$32.3691
COMMUNITY PROGRAMS SPECIALIST	\$24.7025	\$25.1966	\$25.7005	\$26.2145	\$26.8699
COMMUNITY WORKER	\$18.7615	\$19.1367	\$19.5194	\$19.9098	\$20.4075
COMPUTER OPERATOR 1	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
COMPUTER OPERATOR 2	\$22.0573	\$22.4984	\$22.9484	\$23.4074	\$23.9926

COMPUTER OPERATOR 3	\$24.2225	\$24.7070	\$25.2011	\$25.7051	\$26.3477
CONSUMER REPRESENTATIVE 1	\$23.4438	\$23.9127	\$24.3910	\$24.8788	\$25.5008
CONSUMER REPRESENTATIVE 2	\$25.0437	\$25.5446	\$26.0555	\$26.5766	\$27.2410
CONSUMER REPRESENTATIVE 3	\$26.8330	\$26.3497	\$26.8767	\$27.4142	\$28.0996
CRIME STUDIES ANALYST	\$28.2649	\$28.8302	\$29.4068	\$29.9949	\$30.7448
DATA CONTROL COORDINATOR	\$24.2225	\$24.7070	\$25.2011	\$25.7051	\$26.3477
DATA CONTROL SPECIALIST	\$22.0573	\$22.4984	\$22.9484	\$23.4074	\$23.9926
DATA INPUT OPERATOR 1	\$18.5162	\$18.8865	\$19.2642	\$19.6495	\$20.1407
DATA INPUT OPERATOR 2	\$19.6041	\$19.9962	\$20.3961	\$20.8040	\$21.3241
DEMO/REHAB PERMIT INSPECTOR	\$31.0913	\$31.7131	\$32.3474	\$32.9943	\$33.8192
EDUCATIONAL COORDINATOR	\$23.3052	\$23.7713	\$24.2467	\$24.7316	\$25.3499
ENGINEERING AIDE	\$20.6707	\$21.0841	\$21.5058	\$21.9359	\$22.4843
EQUIPMENT OPERATOR 1 40 hours	\$19.6681	\$20.0615	\$20.4627	\$20.8720	\$21.3938
EQUIPMENT OPERATOR 2 40 hours	\$22.5479	\$22.9989	\$23.4589	\$23.9281	\$24.5263
FACILITIES MAINT WORKER 1 40 hour	\$16.9057	\$18.0000	\$18.3600	\$18.7272	\$19.1954
FACILITIES MAINT WORKER 2	\$21.1507	\$21.5737	\$22.0052	\$22.4453	\$23.0064
FACILITIES MAINT WORKER 3	\$21.8760	\$22.3135	\$22.7598	\$23.2150	\$23.7954
GRANTS TECHNICIAN	\$25.9184	\$26.4368	\$26.9655	\$27.5048	\$28.1924

LIBRARIAN 1	\$27.0471	\$27.5574	\$28.1085	\$28.6707	\$29.3875
LIBRARIAN 2	\$29.4595	\$30.0487	\$30.6497	\$31.2627	\$32.0443
LIBRARY ASSISTANT 1	\$18.0363	\$18.3970	\$18.7649	\$19.1402	\$19.6187
LIBRARY ASSISTANT 2	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
LIBRARY ASSISTANT 3	\$21.3960	\$21.8239	\$22.2604	\$22.7056	\$23.2732
LIBRARY ASSISTANT 4	\$22.7933	\$23.2492	\$23.7142	\$24.1885	\$24.7932
MAINTENANCE FOREMAN	\$24.2225	\$24.7070	\$25.2011	\$25.7051	\$26.3477
MAINTENANCE WORKER	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
MESSENGER CLERK I	\$18.0363	\$18.3970	\$18.7649	\$19.1402	\$19.6187
MESSENGER CLERK II	\$19.6894	\$20.0832	\$20.4849	\$20.8946	\$21.4170
MICROFILM OPERATOR	\$19.0602	\$19.4414	\$19.8302	\$20.2268	\$20.7325
OAK RIDGE CEMETERY FOREMAN 40 hours	\$29.2782	\$29.8638	\$30.4611	\$31.0703	\$31.8471
RECEPTIONIST	\$18.0265	\$18.3860	\$18.7537	\$19.1288	\$19.6070
REHAB CONSTRUCTION SPECIALIST	\$31.1874	\$31.8111	\$32.4473	\$33.0962	\$33.9236
REHAB FINANCE SPECIALIST	\$31.1127	\$31.7350	\$32.3697	\$33.0171	\$33.8425
SECRETARY 1	\$21.1827	\$21.6064	\$22.0385	\$22.4793	\$23.0413
SECRETARY 2	\$22.7507	\$23.2057	\$23.6698	\$24.1432	\$24.7468
SECURITY OFFICER 1	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
SERVICE REPRESENTATIVE 1	\$19.5827	\$19.9744	\$20.3739	\$20.7814	\$21.3009

SERVICE REPRESENTATIVE 2	\$21.3060	\$21.8239	\$22.2604	\$22.7066	\$23.2732
SERVICE REPRESENTATIVE 3	\$23.4438	\$23.9127	\$24.3910	\$24.8788	\$25.5008
SERVICE REPRESENTATIVE 4	\$25.0437	\$25.5446	\$26.0555	\$26.5766	\$27.2410
SMALL MOTOR REPAIRMAN 40 hours	\$20.9266	\$21.3451	\$21.7720	\$22.2074	\$22.7626
STOREROOM FOREMAN (SUPV)	\$28.4676	\$29.0370	\$29.6177	\$30.2104	\$30.9654
STORES CLERK	\$20.1481	\$20.5511	\$20.9621	\$21.3813	\$21.9158
SWITCHBOARD OPERATOR	\$17.1509	\$17.4939	\$17.8438	\$18.2007	\$18.6557
TOUR RESERVATION COORDINATOR	\$20.7774	\$21.1929	\$21.6168	\$22.0491	\$22.6003
TRAFFIC WARDEN	\$18.8255	\$19.2020	\$19.5860	\$19.9777	\$20.4771
TRAINING COORDINATOR	\$28.2649	\$28.8302	\$29.4068	\$29.9949	\$30.7448

* 37.5 hours weekly unless otherwise noted; These rates will be affected by the longevity table below.

Longevity Adjustment — EFFECTIVE 8.1.2022

10 years of service — additional \$.50 per hour for a total of \$.50 over base wages
 15 years of service — additional \$.75 per hour for a total of \$1.25 per hour over base wages
 20 years of service — additional \$1.00 per hour for a total of \$2.25 per hour over base wages
 25 years of service — additional \$1.00 per hour for a total of \$3.25 per hour over base wages
MAXIMUM LONGEVITY AT 25 YEARS IS \$3.25 PER HOUR OVER BASE WAGES
 Longevity is added **PRIOR** to annual increases for compounding.

AFSCM ETHER II	8/1/2 020		8/1/2 021		8/1/2 022		8/1/2 023		8/1/2 024		8/1/2 025		8/1/2 026		8/1/2 027		8/1/2 028		8/1/2 029		8/1/2 030		
	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B	PRO B
	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E	RAT E
TITLE Hired ON OR	90%	95%	RAT E	90%	95%	RAT E	90%	95%	RAT E	90%	95%	RAT E	90%	95%	RAT E	90%	95%	RAT E	90%	95%	RAT E	90%	95%
-AFTER January 5, 2016	n/a	n/a	\$14.7 725	\$16.2 000	\$17.1 000	\$18.0 000	\$16.5 240	\$17.4 420	\$18.3 600	\$16.8 545	\$17.7 908	\$18.7 272	\$17.2 759	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487
ACCOU NT CLERK 1	n/a	n/a	\$16.9 057	\$17.1 000	\$18.0 500	\$19.0 000	\$17.4 420	\$18.4 110	\$19.3 800	\$16.8 545	\$17.7 908	\$18.7 272	\$17.2 759	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487
ACCOU NT CLERK 2	n/a	n/a	\$16.1 590	\$16.2 000	\$17.1 000	\$18.0 000	\$16.5 240	\$17.4 420	\$18.3 600	\$16.8 545	\$17.7 908	\$18.7 272	\$17.2 759	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487
CASHIE R-1	n/a	n/a	\$18.2 922	\$18.0 000	\$19.0 000	\$20.0 000	\$18.3 600	\$19.3 800	\$20.4 000	\$16.8 545	\$17.7 908	\$18.7 272	\$17.2 759	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487
CASHIE R-2	n/a	n/a	\$14.7 725	\$15.3 000	\$16.1 500	\$17.0 000	\$15.6 060	\$16.4 730	\$17.3 400	\$15.9 181	\$16.8 025	\$17.6 868	\$16.3 161	\$17.2 226	\$18.2 356	\$16.3 161	\$17.2 226	\$18.2 356	\$16.3 161	\$17.2 226	\$18.2 356	\$16.3 161	\$17.2 226
MESSE NGER CLERK-1	n/a	n/a	\$16.9 057	\$16.2 000	\$17.1 000	\$18.0 000	\$16.5 240	\$17.4 420	\$18.3 600	\$16.8 545	\$17.7 908	\$18.7 272	\$17.2 759	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487	\$18.2 356	\$19.2 487

**Memorandum of Understanding
Progressive Disciplinary Track for Attendance**

1. The parties agree that discipline issued for unauthorized absences shall be handled in accordance with this memorandum. Unauthorized absences are those for which time is not approved. The threshold between late arrival and unauthorized absences is one hour after the employee's scheduled starting time.

2. Discipline for unauthorized absences shall be progressive in accordance with the following disciplinary track:

Number of Occurrences	Discipline
1	Counseling
2	Verbal Reprimand
3	Written Reprimand
7	30 day unpaid suspension (paid paper)
8	Discharge

3. An occurrence shall be defined as one or more of the following:

- a) Absence without prior notification, except where employees can provide documented proof that a bona-fide emergency prevented them from providing notice of absence;
- b) Absence without proper medical verification when the employee is on proof status per Article XX of this agreement.
- c) Absence without available benefit or authorized dock time.
- d) Late arrival in excess of one (1) hour after the starting time shall count as an occurrence, except where employees can provide documented proof that a bona-fide emergency prevented them from providing notice of absence.

4. Unauthorized absences without notice (no-call no-shows) shall be counted as two occurrences.

5. Progression on the attendance disciplinary track shall be reset

CITY OF SPRINGFIELD

and

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
COUNCIL 31, AFL-CIO
LOCAL 3738**

Clerical/Technical Unit

and

Professional Unit

Effective

August 1, 2025 to July 31, 2029

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ARTICLE I
AGREEMENT

This Agreement is entered into by and between the City of Springfield, Illinois (hereinafter referred to as the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, Council 31, on behalf of its Local Union No. 3738 (hereinafter referred to as the "Union").

ARTICLE II
PREAMBLE

It is the purpose of this Agreement and it is the intent of the parties hereto to set forth herein their entire agreement in order to establish and promote mutual harmonious relations and understanding between the Employer and the Union, to promote efficiency, productivity and effectiveness, to establish wages, standards and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences over the interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties, by their duly authorized representatives, do mutually covenant and agree that their objective is for the good and welfare of the City and the Union members alike. Both parties further agree that in the interest of harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The City and the Union regard the personnel covered by the Agreement as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE III
RECOGNITION

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment for employees of the City of Springfield in the following classifications, excluding those defined in the Illinois Public Labor Relations Act:

Professional Unit:

Librarian I and Librarian II; Librarian I, II-Intermittent

Clerical/Technical Unit:

Account Clerk I, II

Account Technician I, II
Accounts Receivable Specialist
Administrative Clerk I, II
Administrative Coordinator
Buyer I, II
Cashier I, II
Cemetery Specialist***
Claims Coordinator
Clerk I
Clerk Typist I, II, III
Community Ombudsman
Community Program Specialist
Community Programs Coordinator***
Computer Operator I, II, III
Consumer Representative
Crime Studies Analyst

Data Control Coordinator
Data Control Specialists
Data Input Operator I, II
Data Processing Librarian
Demolition/Rehabilitation Permit Inspector***
Educational Coordinator
Engineering Aide***
Environmental Health Inspector***

Equipment Operator I, II***
Facility Maintenance Worker I, II, III
Grants Technician*
Human Rights Investigator
Inventory Clerk
Laborer/Truck Driver***
Lead Worker
Library Assistant I, II, III
Library Assistant I, II, III, IV-Intermittent
Library Assistant IV***
Maintenance Foreman***
Maintenance Worker I, II***
Maintenance Worker***
Messenger Clerk I, II***
Microfilm Operator
Oak Ridge Foreman***
Public Works Foreman**, ***
Receptionist
Rehabilitation Construction Specialist***
Rehabilitation Finance Specialist

Secretary I, II
Security Officer I***
Service Representative I, II, III, IV
Small Motor Repairman***
Storeroom Foreman
Stores Clerk
Switchboard Operator
Tour Reservation Coordinator
Community Service Officer ***
Training Coordinator
Word Processing Machine Operator
Building Permit Assistant I, II

*Except Currently Excluded

**Oak Ridge

***Titles included in Drug Testing

Library Intermittent Employees:

The parties agree that the purpose of intermittent employees is to provide coverage for library staff that would otherwise be mandated to fill in for staff that are on long-term leaves of absence. The use of intermittent employees shall in no way reduce the number of full-time library employees. Therefore, the current staffing levels shall not be reduced as long as any intermittent employees are employed by the library.

Intermittent employees shall be covered under the AFSCME bargaining unit in all areas with the exception of benefit time. Intermittent employees shall have seniority amongst themselves. A lottery will be utilized for same-day hires.

Intermittent employees shall not be utilized to avoid the payment of overtime to regular full-time employees, nor shall intermittent employees be given preferential treatment in regards to days or hours of work.

Intermittent employees shall work a maximum of 750 hours per calendar year.

In the event of a layoff or reduction of hours for full-time bargaining employees, intermittent employees shall be laid off first.

When scheduling shifts, intermittent employees can be used to fill more than 50% of the shift positions when necessary, but in no case will an entire work day be filled by intermittent employees only.

Section 2. New Classifications

In the event the Employer determines to create a new job classification within the unit during the term of this Agreement, the Union shall be notified and given the opportunity to negotiate the pay rate.

Section 3. Job Classifications

Assignment within classification specifications: upon signing this agreement, the Employer agrees to change the phrase "performs other duties as required or assigned" as stated in current job descriptions to read as follows: "performs other duties as required or assigned within the scope of the duties enumerated above" in all future updates.

Section 4. Job Descriptions

The Employer agrees upon request to provide for a review of an employee's job description and/or specification by the employee and/or the Union.

**ARTICLE IV
NON-DISCRIMINATION**

Section 1. Prohibition Against Discrimination

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

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

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

Section 2. Union Activity

Neither the Employer nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership.

Section 3. Equal Employment/Affirmative Action

The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable state and federal laws and regulations; Americans with Disabilities Act (ADA), Equal Employment, and Affirmative Action Acts.

ARTICLE V
CHECKOFF

Section 1. Deductions.

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

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

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

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

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

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

soon as practicable and within the prescribed procedures of the Office of Budget and Management from the date of the deduction.

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

Section 2. Revocation.

All employees covered by this Agreement who have signed Union dues checkoff cards for the Union prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such dues deductions within the terms of their individual authorization and the procedures defined in this Agreement.

Section 3. Indemnification.

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

ARTICLE VI **NO STRIKE/NO LOCKOUT**

Section 1. No Strike

During the term of this Agreement, there shall be no strikes, work stoppages or slowdowns, or any other interference with the work or statutory functions of the Employer. No officer or representative of the Union or any employee shall authorize, institute, instigate, aid, condone, or engage in such activities.

Notwithstanding the above, the parties agree that the language regarding "no strikes" will not apply to disputes regarding health insurance issues after January 1, 2000.

Section 2. No Lockout

No lockout of employees shall be instituted by the Employer or its representatives during the term of this Agreement.

Section 3. Employer Rights

The Employer retains the right to discipline, up to and including discharge, any employee violating Section 1 of this Article.

**ARTICLE VII
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 are 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 discharge; 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 VIII
UNION RIGHTS**

Section 1. Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings or other meetings agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, pertinent witnesses, or grievants, and if such attendance does not unreasonably interfere with the Employer's operations. Such approval shall not be denied except for a bona fide operational need by the employer, taking into consideration the Department's staffing levels. Such denial shall be submitted to the employee in writing prior to the start of the meeting.

Section 2. Access to Premises by Union Representatives

The Employer agrees that Local Union Representatives and Officers and AFSCME Staff Representatives shall have access to the affected employee(s) upon giving notice prior to arrival to the appropriate Employer Representative unless such access would unreasonably interfere with the normal operating needs of the Employer. Such access shall be granted solely for the purpose of administration of or for the resolution of problems arising under this Agreement. In such instances, the Employer shall, upon appropriate prior notification and request by a designated Union official, make available meeting space to facilitate and allow consultation in private with said Union official.

Section 3. Information Provided to Union

The Employer shall submit to the Local Union President every three (3) months the current seniority roster (with addresses); a list of bargaining unit members who have been terminated and/or who have been laid off; and re-employment lists, if any, applicable under the seniority provisions of this Agreement.

The Employer shall submit to the Local a monthly report showing new hires, promotions, demotions, and temporary assignments with the title, hourly rate of pay and the effective date of the transaction for bargaining unit members. The Employer will begin providing temporary assignment reports on February 1, 2004.

At least once each month, the Employer shall provide the Union with a list in an agreed upon format of all bargaining unit employees employed by the Employer. Where such information is readily available, the list shall include all employees' date of birth, sex, bargaining unit; department, division, section, and unit title; position number, employee identification number, work location, work site (street address and building), work county, home address, work telephone number, work email address, home and mobile telephone number, personal email address, job classification, pay grade, step, pay rate, date of hire, continuous service, and seniority.

Section 4. Time Off for Union Activities

Local Union Representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area-wide Union committee meetings, and

State or International conventions, provided such representative shall give reasonable notice to his supervisor of such absence and shall be allowed such time off if it does not unreasonably interfere with the operating needs of the Employer. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such without pay.

When the Employer conducts new hire orientation, a Union representative shall be allowed up to one (1) hour with pay to conduct the Union's portion of the orientation. When possible, such representative shall give reasonable notice to his supervisor of such absence.

The Employer shall provide the Local Union President with as much advance notice as possible regarding the date, time, and location of the orientation along with the number of bargaining unit employees involved.

Such time off shall not be detrimental in any way to the employee's record.

Section 5. Union Bulletin Boards

The Employer shall provide reasonable bulletin boards or space at each work location. The number, size, and location of each shall be mutually agreed upon by the parties in subsequent Labor/Management meetings. The boards or space shall be for the sole and exclusive use of the Union.

Section 6. Meeting Spaces and Telephone Use

Upon prior notification, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long-distance or toll calls at the expense of the Employer.

Section 7. Annual Training

The Employer and the Union are committed to ensuring that employees receive training that will help to maximize the productivity and quality of their work. To facilitate this goal, the parties agree that providing annual training to employees is important and that the Employer and the Union should therefore endeavor to provide such annual training. Annual training provided by the Union, including updating employees on new agreements and policies, and on the coordination of these policies and agreements with policies and procedures set forth in the collective bargaining agreement, can help to facilitate the maximization of both quality and productivity. The Union may schedule up to an hour per year of such training at the time and place, agreeable to the parties, provided such training does not unreasonably disrupt department operations. Where the Employer has scheduled such training, the Union may, by mutual agreement, be scheduled in conjunction with such sessions. Training provided for herein shall be without loss of pay.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is a difference of opinion or dispute raised by the Union, an employee, or a group of employees (with respect to a single common issue) covered by this Agreement and the Employer which concerns the meaning, interpretation or application of the express provisions of this Agreement or arising out of other circumstances or conditions of employment.

Step 1:

The Union shall advise the Director in writing within ten (10) working days after the Union or the employee become aware of the occurrence of the event giving rise to the alleged grievance. The Director (or designee) may meet with the designated Local Union Representative within ten (10) working days at a time mutually agreed upon to discuss the grievance. The Director shall answer the grievance in writing within five (5) working days following Step 1 or the meeting.

Step 2:

If the grievance is not settled in Step 1 then a local union representative, along with the AFSCME Council 31 staff representative, shall meet with the Manager of Labor Relations (or designee) within five (5) working days of the Director's answer in Step 1 in an effort to resolve the grievance prior to arbitration.

Step 3:

After the Employer has given its response in the second step of the grievance procedure, if the Union remains unsatisfied with the result, it may request mediation of the grievance, the procedure of which is as follows.

a) If the Union or Employer desires mediation, it shall notify the other party in writing of such desire within thirty (30) days after the Employer gives its second step answer.

b) After notice is given by either party and the parties mutually agree to mediation, the Employer shall promptly notify the Federal Mediation and Conciliation Service (FMCS) of the grievance referral. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation. The grievant shall have the right to be present at the mediation conference.

c) There shall be one person from each party designated as spokesperson at the mediation conference. Written material presented to the mediator shall be

returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.

d) The mediator may provide the parties with an immediate oral advisory decision with respect to any grievance involving the interpretation or application of the collective bargaining agreement, together with the reasons for his decision, unless both parties agree that no decision shall be provided. The authority of the mediator is limited to an advisory decision, interpreting and applying the provisions of the collective bargaining agreement. If the grievance referred to the mediator does not involve the interpretation or application of the collective bargaining agreement or does not arise out of other circumstances and conditions of employment, the mediator shall so advise the parties and terminate the mediation proceedings.

e) In the event that a grievance which has been mediated is appealed to arbitration, no person serving as a mediator between these parties may serve as arbitrator, nor may any such person be placed on any panel for which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held and there shall be no references to or use made of any statement, oral or written, or things done at the mediation conference. The advisory decision of the mediator shall not constitute a precedent unless the parties otherwise agree.

f) If no settlement is reached at mediation, the Employer and the Union shall conclude the mediation conference with a joint statement in writing terminating the mediation.

g) The fees and expenses of the mediator and the mediation office shall be shared equally by the parties.

Step 4:

The Union may appeal the grievance to binding arbitration within ten (10) working days after the Manager of Labor Relations answer in Step 3. The parties shall select an arbitrator from a mutually agreed upon list of arbitrators. If unable to agree to a list of arbitrators, the parties shall request that the American Arbitration Association or Federal Mediation and Conciliation Service supply a list of Arbitrators. Either party may reject one (1) entire panel. The parties shall alternately strike the names, with the Union having the first strike. Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

The Arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall decide only

the specific issue(s) submitted to him and if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute.

The Arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The Arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the Arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Nothing in the foregoing shall preclude the City and the Union from mutually agreeing to an expedited arbitration process.

The fee and expenses of the Arbitrator and the cost of a written transcript, if any, for the Arbitrator shall be divided equally between the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses and for purchasing its own copy of the written transcript.

Section 2. Time Limits

No grievance shall be processed unless it is submitted within ten (10) working days after either the Union or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed written extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied at that Step and the Union or employee may immediately appeal the grievance to the next Step. The time limits in each Step for any grievance may be extended by written agreement of the Employer and the employee or Union representative involved in each Step.

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

Section 3. Election of Remedies

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

Section 4. Stewards

The Union shall have the right to designate bargaining unit employees as its stewards to participate in the grievance procedures to the extent set forth in this Article. The individual so designated and the grievant shall be paid for all time reasonable and necessary spent investigating and processing grievances and attending such meetings with the Employer as set forth in this Article with the prior notification and approval of the immediate non-bargaining unit supervisor if such meetings are held during the employee's regular working hours. Such approval shall not be denied except for a bona fide operational need by the Employer, taking into consideration the Department's staffing levels. Such denial shall be submitted to the employee in writing prior to the start of the meeting. The denial shall include the bona fide reason for the denial.

**ARTICLE X
DISCIPLINE**

Section 1. Discipline

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

- Oral Reprimand (notice to be given in writing);
- Written Reprimand (notice to be given in writing);

- 1 Day Suspension (notice to be given in writing);
- 5 Day Suspension (notice to be given in writing);
- 10 Day Suspension (notice to be given in writing);
- 30 Day Suspension (notice to be given in writing);
- Discharge (notice to be given in writing).

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

Section 2. Manner of Discipline

If the Employer has reason to discipline an employee, it shall be done whenever possible in a manner that will not embarrass the employee in front of other employees or the public. Management shall not publicly give notice to any other employees of disciplinary action taken against an employee.

Section 3. Notice

For discipline other than reprimands, the Employer shall hold a pre-deprivation meeting. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union steward of the meeting and shall provide the steward with the alleged infraction at least forty-eight (48) hours in advance (excluding weekends and Holidays). The Employer shall then meet with the employee involved and inform him of the reasons for such contemplated disciplinary action, including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given an opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested.

Section 4. Demotion

Demotions shall not be used as a disciplinary measure; however, the parties recognize that circumstances may exist where the employee is dissatisfied with the job or is unable to meet the requirements of the position, and in such cases, demotion shall be appropriate.

Section 5. Union Representatives

An employee will have a right to Union representation before discipline is imposed or in any other instance where granted by law.

Section 6. Removal of Discipline

Any oral or written reprimand shall be removed from an employee's record if from the date of the last discipline one (1) year passes without the employee receiving an additional discipline for such an offense. Any suspension shall be removed from an employee's record, if from the date of the last disciplinary action two (2) years pass without the employee receiving any additional discipline. Any suspension resulting from a positive drug and/or alcohol test shall be removed from an employee's record, upon request, if, from the date of the last disciplinary action two (2) years pass without the employee receiving any additional discipline. Any discipline that has been in an employee's file for a period of time exceeding the above criteria shall not be used against the employee, whether it has been removed from the file or not.

Section 7. Polygraph

No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer nor be subject to discipline for the refusal to take such, unless such examination is required by law.

**ARTICLE XI
LABOR-MANAGEMENT MEETINGS**

Labor-Management meetings for the City of Springfield will be conducted once every month (if requested). Union and Management will submit agenda items to the designated representative ten (10) days prior to the scheduled Labor-Management meeting.

There shall be no maximum number of participants for the Union subject to operational needs of the Employer. Labor and Management may request additional participants to clarify the issues under discussion.

**ARTICLE XII
HOURS OF WORK AND OVERTIME**

Section 1. Application

This Article is intended to define the normal hours of work per day or per week and shall not be construed as a guarantee of hours of work per day or per week or a guarantee of days of work per week.

Section 2. Workday

Employees shall work their regularly scheduled seven and one-half (7.5) or eight (8) hour workday for a regular workweek of thirty-seven and one half (37.5) or forty (40) hours, or workdays and workweeks shall be in accordance with current practice.

An employee whose normal workday extends from one calendar day to another shall be considered as working on the calendar day on which he started to work.

Section 3. Meal and Rest Periods

Employees shall be granted a meal period according to current practice. Whenever possible, the meal period shall be at approximately the middle of each shift. Unless specifically authorized by the non-bargaining unit supervisor, employees shall not work through their lunch break.

Employees shall be granted a fifteen (15) minute rest period during each one-half shift. The rest period shall be granted at the preference of the employee. However, such rest period may not be used at the beginning or the end of the employees shift, unless specifically authorized by the non-bargaining unit supervisor, such requests shall not be arbitrarily or capriciously denied. If more than one employee has a similar preference and an operational need would limit the number of employees who could take a rest period at that time, seniority shall determine who gets their first preference. Employees who smoke may exercise the option of dividing the rest periods in half.

Section 4. Work Shifts and Schedules

The parties shall reduce to writing what current scheduling practices prevail with respect to the length of the normal work week, starting and quitting times, days off, shifts or the rotation thereof, including Employer- or employee-requested temporary changes for training or seasonal reasons as indicated in Appendix B. Thereafter, where changes in schedules affecting bargaining unit employees are warranted by programmatic or operational need, the Employer shall notify the Union and, upon timely request, negotiate with it concerning such changes. If an agreement cannot be reached, the matter shall be settled via arbitration. Changes in work schedules and shifts for reasons other than operational needs may be made only through mutual agreement. Work schedules shall not be changed solely to avoid payment of overtime.

All non-probationary employees shall be allowed to exercise their seniority within their worksite to change or retain shift assignments on December 1 of each year. An employee who is bumped shall subsequently be allowed to exercise his right to retain his shift assignment by bumping as well. Assignment pursuant to shift bidding will take effect on January 1. Employees may exercise shift bidding rights only within their current job classification series. The successful bidder must be able to perform the job with a minimum of training.

A special shift bid may take place when an employee vacates their position prior to the annual shift bid date of December 1.

Employees may exchange shifts for their own convenience or the convenience of another employee covered by this Agreement, provided such exchange does not create overtime. It is understood that employees exchanging shifts accept the responsibility to

work any overtime that may come with that shift, in accordance with the overtime rotation schedule.

Employees may flex their work schedule for educational or other purposes with the prior approval of the employee's non-bargaining unit supervisor. This change of work hours will not constitute overtime on a daily basis even if the employee works more than seven and one-half (7.5) or eight (8) hours in a day. For schedule flexes with a duration of thirty (30) calendar days or more, the Union shall be notified by the Employer in writing of the reason(s) for the change and the duration of such change. The Employer may not arbitrarily or capriciously deny an employee requesting a flex schedule.

Section 5. Shift Differential

Full-time employees whose regular work shift begins at noon or later, through 2:59 p.m., shall receive a shift differential of twenty cents (.20) per hour for all hours worked. Full-time employees whose regular work hours are between 3:00 p.m. and 7:00 a.m. shall receive a shift differential of fifty cents (.50) per hour for all hours worked.

The shift differential shall only be paid for time actually worked, and shall not be applied to any paid time off.

Section 6. Overtime

The City reserves the right to require any employee to work additional hours when necessary. An employee may not work overtime at his own discretion. Overtime must be authorized by the non-bargaining unit supervisor, department head or Appointing Authority. No employee shall be required to clock out and return to work on overtime within a four (4) hour period.

For the purpose of overtime calculations, sick leave and unpaid leaves of absence provided for in Article XX shall not be considered time worked.

Section 7. Sunday Work

Employees called in to work on a Sunday, except part-time employees, shall receive double time for work on Sunday or the employee's second regularly scheduled day off. Employees who are regularly scheduled to work Sundays shall be compensated at the straight time rate. The work schedule currently in effect for full-time Library employees involves intermittent work on Sundays and shall therefore be compensated at the time and one-half rate.

Section 8. Working on a Holiday

An Employee required to work and who in fact works on a holiday, as provided for in Article XXI, shall receive, in addition to his regular pay for the holiday, pay at the rate of double time for each hour worked either in cash or compensatory time at the employee's option.

Section 9. Call Back Pay

Employees who are called back to work by the Employer after they have completed their regular shift shall receive a minimum of two (2) hours pay at the applicable rate. The two (2) hour minimum shall not apply to holdover overtime. Call Back Pay shall apply any time an employee is called into work during off-duty hours without prior scheduling.

If the overtime assignment is completed in less than two (2) hours, the Employer will not require the employee to work the entire two (2) hours by assigning extra non-essential work. However, if a second emergency occurs while the employee is on a call-back, the employee will address the second emergency, and this will not be considered a second call back.

Section 10. Stand-by

Stand-by compensation shall be paid in accordance with the Fair Labor Standards Act with a two (2) hour minimum.

Section 11. Overtime Distribution

Overtime shall be distributed as equally as possible among those qualified employees who normally perform the work. Employees shall provide the Employer with one (1) telephone number to be used for purposes of offering the opportunity to work overtime. Overtime shall be offered on a rotating basis in accordance with seniority, beginning with the most senior employee who was not offered overtime the last time overtime was offered. If all employees available to work the overtime opportunity decline, the Employer shall assign the overtime in reverse seniority order; the least senior employee who has not been directed by the Employer to work overtime shall be directed to work the hours until all employees have been required to work at which time the process shall repeat itself. Overtime offered but refused shall be recorded as overtime worked in regards to eligibility for future overtime assignments.

When a new employee enters the unit, he shall sit out one full rotation of the distribution of overtime by seniority.

A current overtime roster will be posted on appropriate Union bulletin boards as provided for in Appendix B of the Collective Bargaining Agreement. Such roster shall indicate overtime worked, declined, and mandated.

An employee who does not want to be offered overtime opportunities shall sign and date a prepared statement for the Employer asking to be bypassed for overtime opportunities. Such employees shall still be subject to mandated overtime. If the employee changes his mind at a later date, a signed and dated statement must be given to the Employer asking to be reinstated in the overtime rotation. Employees placed back into rotation shall sit out one full rotation of the distribution of overtime by seniority.

Section 12. Overtime Compensation

Employees who are regularly scheduled to work seven and one-half (7.5) or eight (8) hours in a day, or thirty-seven and one-half hours (37.5) or forty (40) hours per week shall receive compensation at the time and one-half rate for all hours worked in excess of those limits. Except for those employees funded by grants, such compensation shall be in cash or compensatory time at the discretion of the employee. An employee must elect whether overtime worked in a pay period shall all be converted to compensatory time or all be paid in cash. Notwithstanding the above language, the practice of payment of overtime for Library employees for work on Sundays shall remain at the time and one-half rate.

Compensatory time may be accumulated up to a maximum of one-hundred and twenty (120) hours.

Section 13. Scheduling of Compensatory Time

Compensatory time may be taken with twenty-four (24) hours notice and with approval of the employee's non-bargaining unit supervisor, subject to the operational needs of the Employer. The advanced notice and approval requirement may be waived by the Supervisor. The notice will be waived in the Commercial office if staffing percentages allow the absence. Compensatory time may be used in one-half (1/2) hour increments. Requests to use compensatory time shall not be unreasonably denied.

Section 14. Payroll Period

Effective July, 1994, all members of the bargaining unit shall have bi-weekly payroll periods which commence on a Sunday and conclude on a Saturday. Paychecks will be issued on the Friday following the completion of each two-week period. If the pay day falls on a holiday, the paychecks will be issued on the preceding workday. Effective upon ratification and signature of this 2015 contract, employees' paychecks shall be issued through direct deposit to an institution of the employees' choosing. Within thirty (30) days of ratification all employees' paychecks shall be issued via direct deposit. For those employees who are unable to open a bank account, they shall be guaranteed an account with the City Credit Union and the employee's paycheck shall be issued through direct deposit to the City Credit Union bank account.

Section 15. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

Section 16. Alternative Schedules

The parties agree to meet and discuss the feasibility of implementation of flexible schedules and/or alternative schedules in the Treasurer's Office within sixty (60) days of the signing of this Agreement.

**ARTICLE XIII
SENIORITY**

Section 1. Definition

An employee's continuous service record shall be broken by resignation, retirement, death, discharge for cause, transfer out of the unit and layoff in excess of thirty-six (36) months, unless their recall period has been extended.

Section 2. Breaks in Continuous Service

An employee shall be terminated if they have been on layoff for a period of thirty-six (36) months whichever greater, unless their recall period has been extended.

An employee's seniority shall continue during:

1. Period of approved absence with leave
2. Period of absence because of injury or illness
3. Period of layoff because of lack of work

Section 3. Determination of Seniority for Same Day Hires

When two (2) or more employees have the same seniority date, the order of their seniority on that date will be determined by a lottery. When the lottery takes place, a Union representative shall be present.

Section 4. Seniority List

The Employer agrees to provide seniority lists to a designated Union official quarterly. The Employer also agrees that these quarterly lists shall be posted on the appropriate bulletin boards quarterly (these bulletin boards will be from a mutually agreed upon list).

Any dispute over the seniority standing of any employee on the seniority list shall be submitted to Step two (2) of the grievance procedure. After the posting of a seniority list, if the list is not questioned within thirty (30) days, such list shall be deemed to be

correct for that period of the posting and upon written request a copy of said list shall be sent to the Union.

ARTICLE XIV **PROBATION AND PROBATIONARY PERIODS**

Section 1. Probationary Period

All new employees, including rehired employees, shall be considered as probationary employees and must successfully complete a probationary period of six (6) months from the last date of hire. However, employees hired as a Customer Service Representative shall have an eight (8) month probationary period.

Section 2. Breaks in Service

The probationary period required above represents a total cumulative service time. However, should any such leave of absence or break in service be greater than two (2) months, by mutual agreement, the probationary period may be restarted at the time the employee returns to work. In lieu of termination, the parties may agree to extend the probationary period for a maximum of three (3) (months) and the Union shall be notified of the extension.

Section 3. Initial Probationary Period

During the initial probationary period, the probationary employee may be disciplined, discharged, demoted, laid off, or otherwise dismissed at the sole discretion of the Employer and neither the reason for nor the disciplinary action taken shall be the subject of a grievance.

Section 4. Seniority

Employees shall enjoy the rights and privileges of seniority upon their date of hire. Employees who are hired in on the same day shall submit to a seniority draw to determine the tie break. At such drawing, the Union shall conduct the draw and notify the Employer of the results.

Section 5. Probationary Promotions

Probationary employees shall not be eligible to use their seniority for promotion during their probationary period. Employees promoted during their probationary period shall be paid probationary rate of pay for the new title for the remainder of the original probationary period.

ARTICLE XV VACANCIES

Section 1. Posting

Whenever a job vacancy occurs in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days and sent to the Union via email. The notice shall include the posting date, position classification, number of positions to be filled, work location, rate of pay, the workday schedule, hours of work, and whether or not the position is in the bargaining unit.

A vacancy occurs when the Employer determines to increase the work force, fill a classification, or replace an incumbent. During this period, employees who wish to apply for the vacant job, including employees on layoff, shall submit the application in writing or email to the Office of Human Resources.

Section 2. Selection

Vacancies shall be filled based upon an individual's qualifications, experience, knowledge, skills, and ability to perform the work in question. All employees in positions recognized in Article III shall receive equal consideration for vacancies in the bargaining unit. Qualified bargaining unit members shall be interviewed and deemed unqualified for the position in question before applicants outside of the bargaining unit are interviewed by the City.

Where qualifications to perform the required work are relatively equal, the Employer shall fill the vacancy with the employee with greater seniority in the bargaining unit. However, current employees with less seniority who possess greater knowledge, skill, and ability may be considered over a more senior employee. In the event no City employees bid or are qualified to perform the work in question, the Employer may select an external applicant. The City will provide written notification to the applicant and the Union if the employee has not met the minimum qualifications for the position. The City will provide the Union with the name of the successful bidder and the names and seniority dates of the bidders following the filling of a vacancy.

If no employee in the Local 3738 bargaining unit applies or is qualified for the vacant position, the vacant position may be posted for external candidates to apply, preference shall be given to other City of Springfield employees within other AFSCME bargaining units, depending on the applicants qualifications, experience, knowledge, skills, and ability to perform the work in question, over any other external hire. For any posted position not filled within forty-five (45) days after the expiration of the posting period, upon request by the Union to the Office of Human Resources, the Union shall be provided with the reason a selection has not been made.

Section 3. Promotion Probationary Period

Employees moving into a new position for which they were not previously certified shall serve a four (4) month probationary period in a promotion. If the position movement occurs prior to the completion of the initial probationary period the two (2) probationary periods shall run concurrently. If during this probationary period the employee is unable to perform as determined by the Employer or employee, he may be returned to his same position, seniority permitting. If the employee does not have the seniority to return to his same position, the layoff provisions in Article XVII shall apply.

ARTICLE XVI LAYOFF AND RECALL

The Employer may lay off any employee, whenever such action is made necessary by reason of a shortage of work or funds, the abolition of a position, or because of changes in organization. However, no employees within the unit shall be laid off while there are seasonal, volunteer, intern, intermittent, temporary, or probationary new hire employees serving in the same job classification within the organizational unit for which the employee is eligible and available. In addition, the Employer agrees not to utilize non-bargaining unit workers to perform the work of laid off bargaining unit employees for the purpose of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

In the event a layoff is necessary, employees will be laid off by inverse order of seniority and their ability to perform the remaining work available without additional training. Layoffs shall be within an organizational unit by classification.

Employees subject to layoff shall be allowed to exercise the following options in the order set forth below, subject to the employee being qualified for the position:

1. to fill a vacancy in the same classification within the same bargaining unit;
2. to displace the least senior employee with the same classification in the same bargaining unit;
3. to fill a vacancy in a classification having a lower rate of pay within the same bargaining unit;
4. to displace the least senior employee in a lower level classification within the same classification series in the same bargaining unit.

Any employee being laid off shall be notified in writing as soon as practical but no later than thirty (30) days before the effective date of the layoff.

An employee may waive his right to bump into a lower classification and choose to accept a layoff without any adverse effect upon future employment.

Employees on layoff shall not accumulate vacation and sick leave during the period of layoff. However, there shall be no loss of accumulated sick leave due to

layoff, except that when an employee is continuously laid off for a period of thirty-six (36) months, accumulated sick leave shall be lost. Accumulated vacation shall be paid on the next payroll following the laid off individual's last day of work.

Section 2. Definition of Term

For purpose of this Article only, the definition of Office shall encompass the bargaining unit.

Section 3. Grant Funded Employees

Effective 4/20/04, any bargaining unit employee who is paid through a grant shall be treated as all other bargaining unit employees in regards to Article XVII, Layoff and Recall, for as long as they are working under their current grant. As grants expire, grant funded employees may exercise the following options, subject to the employee being qualified for the position:

1. to fill a vacancy in the same classification within the same office;
2. to displace the least senior employee with the same classification in the same office;
3. to fill a vacancy in a classification having a lower rate of pay within the same office;
4. to displace the least senior employee in a lower level classification series in the same office;
5. to remain in the grant funded position, if it is to be renewed or extended, and give up any future ability to exercise any of the options contained in this Article.

Employees who elect to remain in grant funded positions after the expiration date and employees who bid into or are hired into grant funded positions after the ratification of this Agreement shall not be entitled to exercise any options under Article XVII.

Section 4. Recall

The names of employees laid off shall be placed on a recall list for a period of thirty-six (36) months.

Recall within an Office shall be according to the employee's job classification in the inverse order of their layoff, provided they are presently qualified to perform the work.

Employees who are eligible for recall shall be sent a Notice of Recall to the employee's last reported address, certified mail, return receipt requested. The employee shall notify the Employer of his intention to return within five (5) working days after receipt of a Notice of Recall.

The Office of Human Resources shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee; it being the obligation and responsibility of the employee to provide the Office of Human Resources with his latest mailing address.

An employee on a recall list who is subsequently offered a recall to a specific lower title and declines to be recalled to that title, shall be removed from the recall list for that particular title. However, that person would remain on the recall list for other titles. An employee who accepts a recall into a lower position will remain on the recall list and shall remain eligible for recall into the position from which he was originally laid off.

ARTICLE XVII **PERSONNEL FILES**

Upon written request of an employee, the Office of Human Resources shall reasonably permit an employee to inspect his official personnel file subject to the following:

- (a) Such inspection shall occur no later than seven (7) days following receipt of the request;
- (b) If circumstances prohibit compliance within this time period, the Employer may request a seven (7) day extension;
- (c) Such inspection may occur during employee's working hours upon reasonable written request and supervisory approval subject to operational needs;
- (d) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein. The Employer may choose to provide print copies, digital copies or both, but shall not in any case assess a cost or fee upon employees to produce the copy.
- (e) Upon written authorization by the requesting employee in cases where such employee has a written grievance pending and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (f) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his position which shall become an integral part of that portion of the file over which disagreement exists until such portion is permanently removed from such file;

(g) Pre-employment information shall not be subject to inspection or copying.

ARTICLE XIII **PERFORMANCE EVALUATIONS**

An employee's performance evaluation shall be completed by their supervisor who is outside the bargaining unit and who either has first-hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The supervisor shall take into consideration varying workload characteristics during the evaluation process.

An employee's performance evaluation shall be reviewed and discussed with the employee and the employee shall be permitted to respond in writing to their evaluation. Any response shall be attached to the evaluation.

An employee's signature shall signify only that he has been given his performance evaluation; the employee's performance evaluation may not be altered subsequently without the employee's review.

ARTICLE XIX **LEAVES OF ABSENCE**

Section 1. General Leave

The Employer may grant employees a leave of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for the following purposes: attendance at college, university or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the City, or urgent personal business requiring the employee's attention for an extended period, such as settling estates or liquidating a business. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

A general leave of absence for the purpose of pursuing an academic program of study may be granted by the Employer for a period of time that corresponds to a quarter or semester, whichever is appropriate. Such leaves, upon written request, may be extended for an additional semester or two (2) additional quarters. Such leaves shall not be unreasonably denied.

An employee may use accumulated vacation, personal days, or compensatory time before being placed on an unpaid general leave.

Section 2. Military Leave

Military leave shall be granted in accordance with applicable law. An employee who is a member of the National Guard or of a reserve unit of the Armed Forces of the United States will be granted leave for training sessions not to exceed fifteen (15) calendar days provided that notice is given not less than thirty (30) days before the first day of absence. During annual training, the Employer will pay that portion of the employee's base salary not paid by the military unit.

Any full-time employee who is a member of a reserve or guard unit that is mobilized to active military duty, as a result of an order of the President of the United States, shall continue to receive his regular compensation as a City employee, including health insurance and other benefits, minus the amount of base pay for military duty. In the event that 20% or more of the employees of the City of Springfield are mobilized to active duty, the provisions of this paragraph shall not apply.

Section 3. 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 any FMLA leave shall be used for this purpose. Employees will be required to exhaust all paid benefit time (vacation, personal days and sick leave) as part of their FMLA leave and such time will count toward the twelve (12) week limit.

Leaves to take care of a serious health condition may be taken on an intermittent or reduced schedule basis. Leaves for the birth or adoption of a child must be taken within the first twelve (12) months of the date of birth or placement.

Employees must request a leave by giving the City notice at least thirty (30) days in advance of a foreseeable leave, and as soon as practicable for an unforeseen leave.

The Employer may require employees requesting a leave to care for a serious health condition to submit medical verification from a health care provider. The employee may also be required to undergo an examination by an impartial physician. Such examination shall be paid for by the Employer. Upon return to work, the employee shall submit a fitness-for-duty certificate from a qualified health care provider.

During a Family or Medical leave, the Employer will continue to provide medical and dental coverage at the same premium rate as if the employee was still on active duty. The employee will be required to maintain individual health and/or dental premiums, if any. Payment of the employee's premium shall be due on the first day of the month and in no case later than the tenth of the month. Coverage shall cease immediately for any employee whose payment is more than thirty (30) days late.

After a leave, the employee will be restored to the position he held prior to the leave or to an equivalent position with equivalent pay and benefits. An employee who fails to return from an FMLA leave will be required to reimburse the City for the Employer's portion of the health insurance premiums paid during the leave.

Section 4. Medical Leave

Employees who have exhausted their accumulated sick leave days and have completed an FMLA leave but are unable to report to or back to work because of a start or continuation of illness, injury, or pregnancy-related disability, may receive a disability leave without pay. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis, and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regularly assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer.

During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis, and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability.

Employees shall immediately return to work upon release by the attending physician.

Such leave will ordinarily not be granted for periods in excess of three (3) months but may be extended upon the written request of the employee for additional periods of up to three (3) months each, at the Employer's discretion. Such leave will not be arbitrarily or capriciously denied. However, nothing herein prevents the employer from filling the position after the initial 12-week FMLA leave of absence. Should the position be filled when the employee returns from medical leave, Article XX, Section 14 shall apply.

Section 5. Bereavement Leave

In the event of a death in the immediate family of an employee (defined as spouse or a domestic partner [interpersonal relationship of two individuals for more than two years who live together and have common domestic life but who are not married], parents, children [including adopted and stepchildren], brother and sister, stepmother, stepfather, stepsister, stepbrother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law or legal guardian), the employee shall be granted up to three (3) consecutive work days leave of absence per occurrence without loss of pay to make necessary arrangements. In addition, up to two (2) sick days may be used to supplement a bereavement leave provided that any bereavement leave shall not exceed five (5) consecutive working days per occurrence. Upon return from bereavement leave, the employee shall produce documentation to satisfy bereavement leave of an immediate family member as defined above.

The use of such sick leave in conjunction with bereavement leave shall not be taken into consideration for purposes of determining the number of sick days used per year or eligibility for the sick leave bonus. If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

Section 6. Jury Duty

An employee who loses time from work during his regularly scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the entire sum paid for jury service, which payment the employee shall submit to the City. In order to be eligible for such payment the employee must submit to the City a certificate of service duly signed by the court clerk. However, an employee may elect to fulfill such jury service on accrued compensatory time, vacation or personal leave and retain the full amount received for such jury service. Employees on the evening or night shift who are subpoenaed for jury duty may be reassigned to the day shift if there is sufficient staffing so that overtime is not created by the reassignment. If said reassignment is not possible, employees may voluntarily exchange shifts as long as such exchange does not produce overtime. An employee released from jury duty two (2) or more hours from the end of his regularly scheduled shift shall return to work upon said release.

Employees shall be paid their regular rate of pay when they attend court in their official capacity. Employees who receive a subpoena to appear in court as a plaintiff, defendant, or witness shall be granted a leave of absence without pay; however, an employee may elect to fulfill such responsibilities on accrued compensatory time, vacation, or personal leave.

Section 7. Sick Leave

Reliable attendance is essential to ensure effective municipal operations. Unscheduled and unanticipated absence, whether by accident or design, creates an undue transfer of workload to other employees who are already carrying full workloads. Likewise, insufficient staffing that prevents dutiful employees from properly utilizing their earned benefit time is equally burdensome and places an undue transfer of workload to other employees.

- a) Positive steps will be taken by each department to correct attendance.
- b) The parties agree to follow the Progressive Disciplinary Track for Attendance outlined in the Memorandum of Understanding attached to this Agreement.
- c) Continual unsatisfactory attendance patterns will not be tolerated and appropriate action as outlined in this article will follow.

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 sick leave 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 or parents (including stepparents and in-laws) if the illness is such that the presence of the employee is medically necessary. Employees may also utilize up to three (3) days of sick time in a calendar year for an adult child if medical documentation is provided certifying the illness as a serious health condition. The Employer agrees that on a case-by-case basis, emotional distress may be considered a sickness or a disability and on a case-by-case basis, employees will be allowed to utilize sick leave with pay. The employer agrees to not arbitrarily or capriciously deny time off requests made by employees and will give due consideration to the responsibilities, needs, obligations, and desires of bargaining unit employees as well as the operational needs of the Employer prior to denying time off requests. 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 appropriate disciplinary action.

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 three (3) months of continuous service. Newly hired employees, during their first three (3) months of their probationary period, shall be granted authorized dock time for illnesses

Sick leave may be taken in one-half (1/2) hour increments.

Employees shall not be penalized or called at home for the reasonable use of sick leave; however, it is the responsibility of each employee requesting sick leave to

notify the Employer 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. It is the employee's responsibility to speak directly with a supervisor or non-bargaining unit designee when notification of his absence is made. For employees whose starting time is earlier than that of the supervisor or non-bargaining unit designee or whose supervisor or non-bargaining unit designee is unavailable, the Employer will establish a voicemail number or e-mail address by which the employee can make notification of his absence. Library employees shall continue to call their supervisor once and then the voicemail or e-mail address.

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.

Proof status

In the event the employer has reasonable suspicion and evidential support of sick leave time abuse, the employer may place an employee on proof status. This shall not be done maliciously or capriciously, but fairly and with the intent to follow the tenants of progressive and corrective discipline. At the time an employee is placed on proof status, the Employer will submit to the employee, in writing, the reasons for placing the employee on proof status. The amount of usage of sick time alone shall not be the basis for placing an employee on proof status. Some examples of sick leave abuse include:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days, or holidays.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. a pattern of undocumented sick leave usage.
4. repeated use of sick leave benefits as they are earned and consistently exhausted.
5. using sick leave and engaging in activities during the employee's normal work hours which indicate ability to work.

6. use of more sick leave than accrued in any twelve (12) month period, without employer pre-approval or physician's statement.

Once an employee is placed on proof status, the employee must provide proper medical certification for the continued use of sick leave until the employee has gone sixty (60) working days without any additional occurrences on the attendance progression track.

Proper medical certification must contain the following elements:

- a) Signature, address, and phone number of the medical practitioner (or authorized designee).
- b) The pertinent date(s) in question of the illness or injury.
- c) An indication that the employee was unable to work on the date(s) in question for reasons of personal or family illness.
- d) The original medical statement must be submitted; if the employee needs a copy, management will provide.

Notwithstanding the above, the Employer may accept an electronically generated statement with an electronic signature or a facsimile with cover page, if the necessary information is provided as set forth in (a), (b), (c), and (d). An employee not on proof status who utilizes sick leave may, at the employee's discretion, provide medical certification for any such absence and have such certification included in their supervisor's file. Absences for which medical certification has been provided shall not be a consideration in the determination of whether to place an employee on proof status.

An employee who does not use more than one (1) sick day during a calendar year shall receive two (2) 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. Effective January 1, 2012, sick days used under FMLA shall be counted against an employee for determining his eligibility for personal bonus days.

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

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 reduced to less than thirty (30) days. No payment shall be made for vacation days acquired hereunder if not used.

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, in the event of death, to his estate. Employees shall be compensated upon retirement or death according to these formulas for a maximum of two hundred forty (240) days. The practice for sick time accrual and usage shall be first in, first out. Employees hired on or after January 5, 2016, shall no longer be eligible for this benefit.

Section 8. Benefit Time Donation

Employees may voluntarily donate their accrued vacation or sick leave time to other employees subject to the following provisions:

1. Sick time – Employees who have a minimum of 31 days of sick time as of the close of business on the day such days are donated. Employees may donate an unlimited number of sick days but must maintain at least 30 sick days.
2. Vacation days – Employees who have a minimum of 6 vacation days as of the close on the day such days are donated. Employees may donate an unlimited number of vacation days but must maintain at least 5 vacation days.
3. The employee receiving donated benefit time may not use that time for anything other than sick leave, regardless of how the time was originally categorized prior to the donation.
4. Employees who wish to donate days must complete a time off request form indicating the type of leave, number of days donated, and designate the days as a donation.
5. Donated sick days will not be considered when determining an employee's eligibility for the bonus days under Chapter 36, Employment Policies.
6. Donated days not used by the recipient shall be credited back to the donor in the inverse order in which they are donated.
7. An employee wishing to receive donated time must be eligible for FMLA and must exhaust all their own benefit time before becoming eligible to receive donated time.
8. Employees that have given notice of leave, resignation, or retirement are ineligible to make donations.

Section 9. Duty Disability

Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended, provided that the first three (3) days of such disability shall be at full salary. Commencing with the fourth (4th) working day of disability, and continuing until and including the ninetieth (90th) calendar day from the date of the illness or injury, an employee who remains incapacitated for work shall be additionally compensated, as salary, for all workdays missed because of said illness or injury, an amount equal to the difference between

compensation payable under the above-mentioned Acts and what his net salary would be were he not disabled. As used in the immediately preceding sentence, "net salary" shall mean "gross salary less State and Federal taxes, pension, and union dues." The resulting amount, less deductions, shall be paid to the employee. Issues relating to compensability of work-related injuries which cannot be resolved between the Employer and employee shall be decided under the procedures of the Worker's Compensation Commission. The employee will receive full time for the day of injury. Employees absent 30 working days or more shall not accrue benefit time unless specifically awarded, pursuant to the Workers' Compensation Act, award or settlement.

Section 10. Personal Business Days

Regular employees who have completed twelve (12) months of service with the City shall be allowed three (3) personal days with pay each calendar year. Such personal business days may be used for any personal reason of the employee. Personal days may be taken in whole day, half day or one-half (1/2) hour increments.

A personal day off must be scheduled twenty-four (24) hours in advance of the employee's starting time, except in emergency situations or when an employee is requesting the use of one-half (1/2) day for the second half of his work day, with the approval of the immediate non-bargaining unit supervisor or his designee. Personal days shall be granted with particular regard to operational requirements, but shall not be arbitrarily or capriciously denied. The advanced notice and approval requirement may be waived by the Supervisor. The notice will be waived in the Commercial office if staffing percentages allow the absence.

Personal days may not be accumulated nor carried over from one calendar year to another. No employee shall be eligible for payment for unused personal business days.

Section 11. Maternity/Paternity/Adoption Leave

In an amount equal to four weeks' pay taken consecutively is available for all full-time employees who become parents. Days must be taken in full day increments.

(1) All employees must complete the "Certification of Pregnancy and expected Due Date Form" during the first two trimesters (26 weeks). Employees must have the form signed by their physician and return it to human resources no later than the 26th week of pregnancy.

(2) Employees who adopt children will be eligible for this time if documentation relative to the adoption (court records, adoption agency forms, attorney briefs, etc.) are provided to human resources immediately upon its availability to the adoptive parent(s).

(3) This paid maternity/paternity/adoption time is limited to one per employee, per year.

(4) If both parents are eligible employees and work in the same department, the time off must be staggered in order to avoid any possible disruptions in office operations.

Section 12. 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 13. Time Off Request Forms

Employees must submit completed "Time Off Request" forms to their immediate non-bargaining unit supervisor within the time periods specified in this Article, except in verified emergency situations, in order to be eligible for any leave of absence provided for in this Agreement. Time Off Request Forms shall be completed and returned to the employee by close of business of submission for time off requiring twenty-four (24) hour advanced notice. If the time off request is for the same day, the supervisor will respond as soon as practicable the same day the request is made.

Section 14. Failure to Return

In the absence of a reasonable excuse and notice to the Employer, an employee who fails to return to work at the time specified in the application for leave shall be subject to disciplinary action, up to and including discharge.

Section 15. Part-Time Employees

Regular part-time employees, upon completion of six (6) months service, shall be eligible for paid leaves of absence on a pro-rated basis according to the formula in Appendix A.

Section 16. Employee Rights After Leave

A) When an employee returns from a leave of six (6) months or less, the Employer shall return the employee to the same position in the same classification in which the employee was incumbent prior to the leave, seniority permitting. If the employee does not have the seniority, the layoff provisions shall apply.

B) If the employee returns to work after a leave exceeding six (6) months and there is no equivalent position, the employee will be laid off in accordance with the procedures found in Article XVII, Layoff and Recall.

Section 17. Tuition Reimbursement

The Employer agrees to pay tuition reimbursement in accordance with current practice.

ARTICLE XX
HOLIDAYS

Section 1. Holidays

All employees shall have time off with pay on the following holidays or the day designated as such by the Employer:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day Juneteenth
President's Day Lincoln's Birthday	Thanksgiving Day
Good Friday	Friday Following Thanksgiving
Memorial Day	Day Before or After Christmas
Independence Day	Christmas Day

Section 2. Part-time Employees

When a holiday is observed on a part-time employee's regularly scheduled workday, that employee will be compensated on a pro-rated basis in accordance with the formula in Appendix A. Part-time employees must have completed six (6) months of service to be eligible for this benefit.

Section 3. Work on a Holiday

An employee required to work, and who in fact works, on a holiday shall receive, in addition to his regular pay for the holiday, pay at the rate of double time for each hour worked either in cash or compensatory time at the employee's option.

Section 4. Holiday on a Normal Day Off

An eligible employee who does not work on a holiday because it is a normal day off shall receive another day off as per current practice.

Section 5. Eligibility

In order to be eligible for holiday pay or time off under the provisions of this Article, the employee must have worked the scheduled day before and after the designated holiday or have been paid vacation, personal leave or sick leave (with verification) for such days.

Section 6. Holiday During Vacation

If a holiday falls within an employee's regularly scheduled vacation period, the employee shall not be charged a vacation day for the holiday.

Section 7. Holiday Observance

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 8.

The Library will be closed on the Sunday before Memorial Day, Labor Day and Christmas. Such days shall not be considered holidays.

Employees shall receive straight-time pay for all designated Holidays, regardless of whether the Holiday is observed on the traditional date or on an alternate "observed" date designated by the City of Springfield.

If a Holiday falls on its traditional calendar date, Library employees who are scheduled and perform work on that date shall be deemed to have worked on the Holiday.

If the City of Springfield designates an alternate "observed" date for a Holiday, Library employees who are scheduled and perform work on that observed date shall also be deemed to have worked on the Holiday.

Employees shall be credited Holiday time in accordance with City practice for the "observed" date, while receiving straight-time compensation for the Holiday itself.

The parties acknowledge that there may be occasions when the City of Springfield is closed but the Library remains open. In such circumstances, Library employees who are scheduled to work shall not be deemed to be working on a Holiday unless the date is a designated Library Holiday under this Agreement.

**ARTICLE XXI
VACATIONS**

Section 1. Accrual

Hours of vacation accrual per month based on length of continuous service with the City shall be in accordance with the following schedule:

<u>Length of Service</u>		<u>Hours of Accrual/Month</u>		<u>Days Earned</u>
<u>At the</u>	<u>Through the</u>	<u>7.5 Hour</u>	<u>8 Hour</u>	<u>Per Year</u>
<u>Beginning of:</u>	<u>Completion of:</u>	<u>Day</u>	<u>Day</u>	
1 month	5 years	6.250	6.6666	10
6 years	9 years	9.375	10.0000	15
10 years	11 years	10.000	10.6666	16
12 years	13 years	10.625	11.3333	17
14 years	15 years	11.250	12.0000	18
16 years	17 years	11.875	12.6666	19
18 years	19 years	12.500	13.3333	20
20 years	21 years	13.125	14.0000	21
22 years	23 years	13.750	14.6666	22
24 years	25 years	14.375	15.3333	23
26 years	29 years	15.000	16.0000	24
30 years		15.625	16.6666	25

Regular part-time employees, upon completion of six (6) months service, shall earn vacation time on a pro-rated basis according to the formula in Appendix A.

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

Vacation leave earned in one year must be taken by the end of the next succeeding year or be lost. For the purpose of this provision, a year shall be measured from the initial employment date.

Section 2. Use

No vacation leave may be taken until six (6) months of continuous service has been completed.

For purpose of this Section, the vacation year shall begin on January 1 and end on December 31. Employees shall designate vacation preference for the vacation year between November 1 and January 1. Vacation dates shall be granted based on seniority within the unit and the Employer shall respond in writing to submitted vacation requests no later than January 31 of each year.

Vacation dates chosen by the employee after January 1 shall be on a first-come, first served basis. However, because of the nature of the work and the requirement that the orderly performance and continuity of municipal services be maintained, it may be necessary to limit the number of employees taking vacation at the same time or to prohibit employees from taking vacation during a particular period. The employer shall respond in writing to vacation requests submitted between January 1 and October 31 within five (5) work days.

Vacation may be taken in thirty (30) minute increments at any time after it is earned with forty-eight (48) hours notice with the prior approval of the Employer, subject to operational requirements. Employees shall be able to use vacation time in a verified emergency situation with prior approval of the non-bargaining unit supervisor. In no event will vacation leave in excess of two (2) days be granted with less than five (5) working days notice to the Employer, unless otherwise approved by the Employer. For purposes of this Article such approval shall not be unreasonably withheld. The employer agrees to not arbitrarily or capriciously deny time off requests made by employees and will give due consideration to the responsibilities, needs, obligations, and desires of bargaining unit employees as well as the operational needs of the Employer prior to denying time off requests. The advanced notice and approval requirement may be waived by the Supervisor. The notice will be waived in the Commercial office if staffing percentages allow the absence.

Employees with at least six (6) months continuous service who retire or resign from the service of the Employer shall be compensated at their straight time hourly rate for unused vacation leave at the time of separation provided two (2) weeks prior notice is afforded the Employer in writing. If said notification is not provided, the employee shall not be entitled to any pay for accumulated vacation time. The parties recognize there may be circumstances that prevent giving 2 weeks notice. In those cases, the Employer and Union will meet to discuss waiver of the notification requirement. In the event of an employee's death, the estate shall receive such unused vacation pay. In no case will any probationary employee or any employee discharged for cause be compensated for unused vacation.

Section 3. Vacation Buy Back

Any employee who puts in three separate requests for vacation at the employee's preferred time and subsequently gets all three requests denied due to operational need may elect to sell back such requested vacation days. In order to be considered as a denial under this section, the vacation request shall be for at least five (5) consecutive working days, not including regularly scheduled days off. Such requests must be made at least five (5) working days in advance of the beginning of the requested vacation period.

For purposes of this section only, requests for vacation time during blackout periods in the month of May at Oak Ridge Cemetery and during the Illinois State Fair at the Springfield Public Health Department shall not count as a denial.

Employees shall submit a written notice of intent to the Employer stating the number of days they wish to sell back. Such days shall be payable during the subsequent pay period following the date the intent notice was given. The amount paid shall be based on the employee's current rate of pay.

ARTICLE XXII **TEMPORARY ASSIGNMENT**

Section 1.

The Employer may, within the provisions of this Article, temporarily assign an employee to perform the duties of another classification. The Employer will first assign temporary assignment to the employees in the next lower classification by seniority in the series in which the temporary assignment occurs and then will equitably distribute such assignments among those employees who are qualified to perform the work, on a rotating basis giving due consideration to seniority. To be eligible for temporary assignment pay, the employee must be directed to perform duties or the duty which distinguish the classification and/or be held accountable for the responsibility of a different classification. Foreseen temporary assignment opportunities shall be posted internally and awarded to the most senior employee in the next lower classification. Employees who do not wish to be temporarily assigned to the duties of a higher classification may waive their right at the beginning of each calendar year. Such employees may cancel the waiver in writing, which shall be effective following one full rotation of the seniority list.

Section 2.

An employee temporarily assigned to perform the duties of a classification at an equal or lower pay grade/range than his regular classification shall be paid his regular pay rate. An employee temporarily assigned to perform the duties of a classification having a higher pay grade/range for one-half (1/2) working day or more shall receive the established base rate of the pay grade/range for the higher classification or thirty cents (\$.30) per hour, whichever is greater.

The Employer shall not rotate or reassign other employees to any specific temporary assignment in order to circumvent the payment provisions of this Agreement.

Section 3. Time Limits

The duration of a temporary assignment shall not exceed three (3) months unless mutually agreed to by the parties. However, if a temporary assignment lasts longer than three (3) months, upon request, the Union shall be provided with information explaining the need to continue the temporary assignment and how much longer the temporary assignment will continue.

Once temporarily assigned, employees shall be considered at that new title until directed to return to normal duties.

ARTICLE XXIII
ABSENCES AND TARDINESS

Section 1. General Provisions

It is understood that excessive absenteeism, excessive tardiness, or the abuse of sick leave (improper or excessive use) constitutes just cause for discipline up to and including discharge. However, the Employer will not discipline an employee for a reasonable use of sick days.

Section 2. Absence/Tardiness

An employee who cannot report for duty at the scheduled time shall report the reason therefore to the immediate non-bargaining unit supervisor or his designee prior to the date of absence when possible, but in no case later than prior to the start of the shift, unless circumstances prevent the employee from doing so. All unauthorized and unreported absences or repeated or excessive tardiness shall be considered as without leave, and a deduction of pay shall be made. An unreported leave of one (1) day or more shall be considered grounds for disciplinary action. The threshold between late arrival and unauthorized absence is one (1) hour after the starting time.

If an employee is going to arrive late or be tardy at the beginning of their shift, or returning from lunch/break late, they must report it prior to being late by contacting their immediate Supervisor, or calling a designated line indicated by the department; with the reason the employee will be late. Once the employee arrives at work, they must notify their immediate Supervisor by email as to the time they arrived.

- Under seven (7) minutes late, employees may make up the time away on the employee's lunch. Example, five (5) minutes late, take a 55-minute lunch instead of 60-minute lunch.
- Over seven (7) minutes or later, the employee may use benefit time (vacation or compensatory) or may make up the time away on the employee's lunch.

If the employee does not have benefit time available to use but does not want to make up the time on their lunch, they may choose to receive docked time.

Failure to report a tardiness prior to being late, repeated or excessive tardiness, and/or repeated or excessive use of benefit or docked time under this Article shall result in disciplinary action.

The parties agree to follow the Progressive Disciplinary Track for Attendance outlined in the Memorandum of Understanding attached to this Agreement.

ARTICLE XXIV
SAFETY AND HEALTH

Section 1. General Statement

The Employer agrees to make reasonable provisions in accordance with applicable law for the safe and healthful workplace for all employees and to correct all known hazards.

Section 2. Tools & Equipment

The Employer agrees to provide and maintain tools and equipment consistent with current practice. Employees are responsible for reporting any unsafe condition and for properly using and caring for any tools and equipment furnished by the Employer.

Section 3. Clothing

Wearing apparel required by the Employer shall be provided consistent with current practice.

Section 4. Inclement Weather Gear

The Employer agrees to provide inclement weather gear consistent with current practice.

Section 5. Toxic Substances

The Employer agrees to comply with the Right to Know Law regarding toxic substances.

Section 6. AV Recording and GPS Tracking

The Employer will notify the Union and employees prior to installing or implementing any video or audio recording technology, GPS tracking technology, or other surveillance technologies. All employees will receive a briefing on the capabilities and intended use of the technology prior to implementation.

The parties agree that the intent of any such technology shall be to enhance operational efficiency and aid in the protection of both employee and Employer property against theft, vandalism, etc. Except where required by law no recordings or data will be made public.

Clearly visible notice will be posted anywhere recording technology is in use, including vehicle interiors. The parties agree that such technology shall not be utilized for the purpose of harassing or simply surveilling the day-to-day activity of employees. It may

be utilized to verify the guilt or innocence of an employee accused of misconduct, provided that the video/audio/GPS data is not the sole basis for the charges. In the event such data is utilized to support discipline the Union will be given copies of all pertinent data as well as documentation of what the non-surveillance basis for suspecting the employee of misconduct.

ARTICLE XXV
GENERAL PROVISIONS

Section 1. External Employment

Any person employed by the City may undertake employment outside of and in addition to his City employment, providing the employee shall notify the appointing authority of the employer's name and nature of employment and provided that such external employment shall in no way present a conflict of interest or in any way compromise the employee's performance of service.

Section 2. Workshops

Any workshops, seminars, classes, etc. that are offered to City of Springfield employees shall be posted at a central place in each work location.

Section 3. Driver's License

All employees who are required to drive as a part of their job shall obtain and maintain an appropriate driver's license and insurance. Failure to inform the City of a suspended or revoked license, or to maintain an appropriate driver's license and insurance, may result in disciplinary action up to and including discharge. Employees, except employees serving an original probationary period, whose driver's licenses have been revoked or suspended shall be placed on layoff for a maximum of forty-five (45) days. If at any time during the forty-five (45) day layoff an employee obtains his driver's license or permit, he will be returned to his former position.

Section 4. Commercial Driver's License Requirement

All employees required to obtain a Commercial Driver's License are subject to the following conditions:

- (a) License fee to be paid by the employee, the difference between the cost of a regular license and CDL shall be paid by the Employer.
- (b) The first written test shall be taken during working hours without loss of pay.
- (c) Road test to be taken on City time in a City owned vehicle.
- (d) Training to familiarize the employee with the new Commercial Driver's License requirement will be provided by the City.
- (e) Employees, except employees serving an original probationary period, who have failed the test and whose C license or temporary permit has expired will be

temporarily reassigned at 10% less per hour for a maximum of ninety (90) days. No more than one (1) employee may be temporarily reassigned at any one time.

If during the ninety (90) day temporary reassignment the employee still has not received his Commercial Driver's License, he will be placed on layoff for a maximum of sixty (60) days. If at any time during the ninety (90) day reassignment or sixty (60) day layoff period an employee obtains his Commercial Driver's License, he will be returned to his former position and pay.

If an employee fails to obtain his Commercial Driver's License within the sixty (60) day layoff period he may be discharged.

Section 5. Dress Code

Employees are expected to wear reasonable attire. Employees should avoid wearing anything to the office that is worn, frayed, or a safety hazard. Basic elements for appropriate attire include clothing that is in neat and clean condition. Many clothes which are perfectly acceptable for sports, leisure, or evening attire may not be suitable for office attire. Employees should use common sense regarding work attire and refrain from wearing sloppy, distracting, or revealing clothing to the office. Clothing promoting products, or advocating for religious or political beliefs are not appropriate.

The parties agree to establish a committee to further expand this dress code policy and address issues as they arise. The committee shall meet at least quarterly but may meet more frequently upon request by either party.

The committee shall consist of 2 Union representatives, 2 management representatives, and at least one non-voting member from the Human Resources Department.

If the committee cannot agree on an issue, then mediation services shall be sought to resolve the issue.

Employees not adhering to this dress code policy and any further committee attire guidelines as established may be subject to the disciplinary process. Any prior agreements and MOU's on this topic shall be superseded by this agreement.

Section 6. Temporary Employees

Nothing contained herein shall preclude the City from hiring temporary employees consistent with current practice. Such temporary employees shall not be entitled to any of the benefits outlined herein, except statutory benefits as provided by law. The City will not engage temporary employees in bargaining unit positions for more than 1,000 hours per calendar year.

Section 7. Records and Forms

- (a) The Employer shall maintain accurate, daily attendance records.
- (b) No employee shall be required to sign an undated form for resignation.
- (c) An employee shall be given a copy of any/all forms requiring a signature that may have an effect on his/her working conditions.

Section 8. Garnishments

Garnishments shall be made under the applicable laws and regulations.

Section 9. Printing of Agreement

The Employer shall have this agreement printed in booklet form within sixty days of signing, at the Employer's expense. All current covered employees, new hires, and managerial personnel shall be provided such by the Employer. In addition, the Employer shall provide to the Union ten (10) extra copies.

The Employer agrees to print the wages in the contract by classification showing the probationary hourly rate and the base hourly rate for each classification.

The Employer and the Union agree to sit down immediately after ratification of the contract and verify the wages and contractual changes for printing of the Agreement.

Any dispute between the parties regarding correct wage rates will be handled through the grievance process.

ARTICLE XXVI
SUBCONTRACTING AND SUCCESSORSHIP

Section 1.

The Employer shall not contract or subcontract any work normally or presently being performed by bargaining unit employees, including any work assignments created pursuant to the Welfare to Work Reform Act of 1996, for the purpose of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

Section 2.

This Agreement shall be binding upon the parties hereto, and shall be binding upon any successors or assigns by merger, consolidation, or otherwise of either party.

ARTICLE XXVII
INCLEMENT WEATHER

Employees shall not be required to work outside in severe cold or hot weather, periods of rain, electrical storms, periods of heavy snowfall, except in emergency situations. It shall be considered severe cold weather if the temperature is fifteen degrees Fahrenheit (15) or below, according to the Weather Channel. The Superintendent in charge shall be the judge of work to be performed during bad weather.

Whenever inclement weather or any other emergency situations makes it necessary for the Employer to restrict hours of operation which impacts members of this Bargaining Unit as outlined in this Agreement, the impacted employees shall be compensated as if they worked a full shift if they work for the entirety of the shift not impacted by the restricted hours. In the event the Employer is to restrict hours of operation which impacts members of this Bargaining Unit and an impacted employee is unable to report to any non-restricted portion of his/her shift, the impacted employee shall be required to use benefit time for the entirety of the shift missed for non-restricted hours of operation. In the event the Employer closes operations for a full day, employees shall be compensated as if they worked the full shift for that day.

ARTICLE XXIII
WAGES

Effective August 1, 2025, the pay rates for all bargaining unit classifications and steps shall be increased by \$1.00/hour. In addition to this increase the following increases shall take effect:

- Effective August 1, 2025, the Tier II wage schedule shall be eliminated and all employees on the Tier II wage scale shall be moved to the regular wage scale.
- Effective August 1, 2025, employees making less than \$20.00/hour shall receive the greater of a \$1.00/hour increase or placement at \$20.00/hour. For example, if after the \$1.00/hour increase an employee's wage falls below \$20.00/hour, the rate for that classification shall be increased to \$20.00/hour.

Effective August 1, 2025, Security Officer 1 wage rates shall be adjusted to \$23.50/hour, in lieu of the \$1.00/hour increase.

Effective August 1, 2026, the pay rates for all bargaining unit classifications and steps shall be increased by \$0.75/hour.

Effective August 1, 2027, the pay rates for all bargaining unit classifications and steps shall be increased by \$0.75/hour.

Effective August 1, 2028, the pay rates for all bargaining unit classifications and steps shall be increased by \$0.90/hour.

Longevity:

10 years of service – Additional \$0.50 to base salary
15 years of service – Additional \$0.75 (\$1.25 additional to base salary)
20 years of service – Additional \$1.00 (\$2.25 additional to base salary)
25 years of service – Additional \$1.00 (\$3.25 additional to base salary)
These changes shall go into effect on August 1, 2022.

Title Wage Adjustments – Semi-Automatic Promotion

Facility Maintenance Workers

Facility Maintenance Worker I – Semi-automatic promotion to FMW II – 4 years.

Elimination of Semi-automatic promotion from FMW II to FMW III. Management must maintain at least 3 FMW III minimum.

Service Representatives

Service Representative I – Semi-automatic promotion to Service Representative II after 2 years in title.

Cashiers (CWLP only, excluding Cashiers within the Treasurer's Office)

Cashier I – semi-automatic promotion to Cashier II after 2 years.

Administrative Clerks

The Union may provide a written request to the Employer to determine eligibility for promotion from an Administrative Clerk I to Administrative Clerk II. The Employer reserves the right to conduct an audit upon such request and to determine eligibility for the promotion. The audit shall be based upon an individual's qualifications, experience, knowledge, skills, and ability to perform the work in question.

Hazard Pay – Oak Ridge Cemetery Employees:

Employees working in an aerial bucket truck trimming or sawing trees for one (1) hour or more per day shall receive \$1.50 per hour additional "aerial truck pay" for the entire day. Employees will not receive aerial truck pay for non-tree work such as accessing roofs, cleaning gutters, etc.

ARTICLE XXIX
DRUG TESTING

Effective 90 calendar days after the signing of the agreement, all employees in the bargaining unit are subject to drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol

following any OSHA reportable event or any accident which results in a 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 traffic violation arising from an accident. In addition, employees in those classifications identified in Article III, Recognition are subject to periodic random drug and/or alcohol testing.

Any employee whose job does not require a commercial driver's license shall not be subject to testing of marijuana.

Section 1. Discipline

Upon the return of a positive drug or alcohol test, the following will result: If an alcohol test results in a blood alcohol concentration of .02 or more, but less than .04:

- (1) First Offense – The employee will be immediately removed from the performance of safety-sensitive functions 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 ten (10) days and must agree to sign a Return-to-Duty Contract.
- (3) Third Offense – The employee will be terminated.

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

- (1) First Offense – The employee will be subject to a minimum 15-day suspension without pay and possible discharge 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. No pre-disciplinary hearing is required, unless exigent circumstances can be demonstrated by the Union or employee.

- (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.

Section 2. 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 their employment terminated.

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 a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. 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.

Violation of the Return-to-Work Contract is grounds for discharge.

If the employee desires his split specimen to be tested by another certified lab, the employee shall tell the MRO within 72 hours of notice of the drug test results. The cost of the test will be incurred by the employee. If that second lab does not find any evidence of the drugs the first lab found or the split specimen cannot be tested, the MRO shall cancel the test results and the employee will not be subject to discipline. The MRO shall disclose the results of any split specimen test to the City.

Section 3. Confidentiality

Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies, and legitimate medical explanations provided by the Medical Review Office (MRO) shall be held confidential. Such records and explanations may be disclosed among directors, managers and/or supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, Civil Service hearing, charge, claim, or other legal proceeding initiated by or on behalf of an employee. Employees shall, upon written request, have access to their own results and to records relating to them which the MRO provides to the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

**ARTICLE XXX
RESIDENCY**

The moratorium on the enforcement of the residency requirement in Chapter 36, Section 36.05 of the 1988 City of Springfield Code of Ordinances passed by City Council on November 7, 2023, by ordinance number 491-11-23, as amended, shall apply to all employees covered by the Parties current collective bargaining agreement. The parties agree to meet and negotiate if the City Council makes any changes to Ordinance 491-11-23 or the City's residency requirement; however, no such changes made by Council which are more restrictive than the ordinance shall apply to any bargaining unit member.

**ARTICLE XXXI
SAVINGS PROVISION – PARTIAL INVALIDITY**

Section 1. Savings

None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law or the final order or judgment of any court having jurisdiction over the parties.

Section 2. Partial Invalidity

If any provisions of this Agreement should be rendered or declared unlawful, unenforceable, or not in accordance with applicable statutes or regulations 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 as soon as possible to negotiate alternative language to substitute for the invalidated provision.

ARTICLE XXXII
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in 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, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Where past practices and policies conflict with the express terms of the contract, the contract shall prevail. In order to qualify as a bona fide past practice, such practice must be (1) unequivocal, (2) clearly enunciated and acted upon, and (3) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.

ARTICLE XXXIII
TERMINATION

This Agreement shall be effective as of the 1st day of August 2025 and shall remain in full force and effect until the 31st day of July 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no earlier than one hundred twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days after notice. This Agreement shall remain in full force and 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 no less than fifteen (15) work days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

In witness whereof the parties hereto have set their hands this _____ day of March, 2026.

AFSCME COUNCIL 31

MAYOR MISTY BUSCHER 
CITY OF SPRINGFIELD, ILLINOIS

PRESIDENT, LOCAL 3738

BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

APPENDIX A
PART-TIME PRORATED BENEFITS FORMULA

Upon completion of six (6) months of service, regular part-time employees shall be eligible for holiday pay, vacation and paid leaves of absence on a prorated basis. For compensation purposes, the number of hours which constitutes a prorated workday for a part-time employee shall be determined according to the following formulas:

- a) Less than one (1) year's service:

$$\frac{\text{Hours worked in thirteen preceding payroll periods}}{1040} \times 8 = \text{Prorated Workday}$$

- b) More than one year's service:

$$\frac{\text{Hours worked in prior 12 months}}{2080} \times 8 = \text{Prorated Workday}$$

The results of the above calculations shall be rounded off to the nearest quarter hour.

APPENDIX B
OVERTIME ROSTER

Overtime rosters shall be posted on Union Bulletin Boards in the following work locations:

Springfield Police Department:

Municipal Center East Basement
Academy

CWLP:

Municipal Center East 4th Floor
Municipal Center West Commercial Office
Dallman
Groth Street

Library:

3rd Floor

Oak Ridge Cemetery

APPENDIX C
Hours of Work by Agency – 3738

Mayor - 8:00 a.m. - 4:30 a.m.

Council - 8:00 a.m. - 4:30 a.m.

Clerk - 8:00 a.m. - 4:30 a.m.

Treasurer - 8:00 a.m. - 4:30 a.m.

Office of Budget Management (OBM) - 8:00 a.m. - 4:30 a.m.

Fire - 8:00 a.m. - 4:30 a.m.

Public Works - Facility Maintenance Worker I (8.00 hours) - 1) 3:00pm – 11:00pm, 2) 3:00pm – 11:00pm, 3) 7:30am – 4:30pm, 4) 7:30am – 4:30pm, 5) 6:00am-3:00pm
Facility Maintenance Worker III (7.50 hours) - 1) 7:30am-4:00pm, 2) 7:00am-3:30pm, 3) 7:00am-3:30pm

Economic Development - 8:00 a.m. - 4:30 a.m.

Police - Records 0700 – 1530, Records 0730 – 1600, Records 0800 – 1630, Fiscal/payroll 0800 – 1630, Front Desk 0700 – 1530, Front Desk 1500 – 2330, Supply 0630 – 1500, Traffic 0730 – 1600, Traffic 0800 – 1630, Academy 0600 – 1430, Crime Analyst 0800 – 1630.

SCVB - Main Office 8am - 4:30pm, Visitors Center 9am - 5pm.

CWLP - Buyer in finance dept., works 7:30-4 M-F, 2 ISD employees 7:30 – 4 M-F, 7:30-4 or 2-9:30, Power Plant Employees work 7a-3:30p, Commercial Office work hours - Monday through Friday - 7:00 – 3:30, 7:30 – 4:00, 8:00 – 4:30, 8:30 – 5:00, 8:45 – 5:15.

Library - Early Shift – 8:30 am – 5:00 pm Mon thru Sat., Late Shift – 11:30 am – 8:00 pm Mon thru Thur., **Security** - Shift A – 7:00 am – 3:30 pm Monday through Friday; Shift B – 9:00 am – 5:30 pm Tuesday through Saturday; Shift C – 12:00 pm – 8:30 pm Monday – Wednesday, 8:00 am – 4:30 pm Thursday, and 8:30 am – 5:00 pm Friday; Shift D – 10:00 am – 6:30 pm Monday, 12:00 pm – 8:30 pm Tuesday and Wednesday, 8:30 am – 5:00 pm Thursday, and 8:00 am – 4:30 pm Saturday. Shifts C and D rotate weekends and Shifts A and B stay the same.

MEMORANDUM OF UNDERSTANDING

In addition to the current practice provided for in Article XXV, Sections 3 and 4, the following employees shall be provided the following items of clothing and/or inclement weather gear:

Library-Security Officers

Officers hired on or after August 1, 2000, will receive the following:

- Three (3) shirts.
- Two (2) pairs of pants.
- One (1) utility belt.
- one (1) pair of tennis shoes.
- New officers will receive two (2) additional shirts and three (3) additional pairs of pants upon completion of six (6) months of continuous service.

Clothing and equipment will be replaced on an as-needed basis as determined by the Employer.

Oak Ridge Cemetery Maintenance

Gloves: Summer and winter gloves supplied and replaced as needed as above.

- New employees: Five (5) long sleeve shirts, five (5) t-shirts and five (5) trousers.
- One (1) pair Carhartt coveralls or one (1) pair bibs and jacket (employee choice), replaced as needed as above.
- One (1) all-weather jacket.
- One (1) pair safety toe boots-- \$300.00 per year.
- Raincoats with hoods and rain boots, replaced as needed as above.

SPD Community Service Officers

- Five pairs of pants
- Five pairs of winter shirts
- Five summer shirts
- One (1) winter coat
- One (1) summer coat
- One (1) pair of gloves
- One (1) raincoat
- One (1) pair of rain boots

Uniform shall be male/female appropriate, where possible. Employees will be issued patches and badges of similar style and quality as other uniform personnel.

Custodians and Facility Maintenance Workers shall be provided with chemical resistant gloves and goggles. Custodians and Facility Maintenance Workers shall receive an annual clothing allowance of \$250.00.

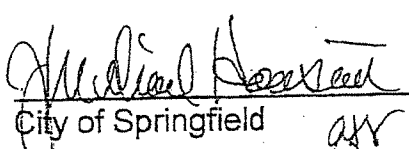
Replacement of uniforms shall be determined when the condition of such uniform necessitates such replacement.

MEMORANDUM OF AGREEMENT
CITY OF SPRINGFIELD
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
LOCAL 3738

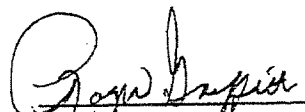
The City of Springfield ("City") and the American Federation of State, County and Municipal Employees (AFSCME), Local 3738 have reached the following agreement regarding health insurance for employees:

1. The City will offer a Health Secure, HMO and Basic Select Plan.
2. The City agrees to negotiate changes in the plan benefits prior to December 31, 1999.
3. The Health Plan benefits will not be changed during the period of January 1, 1997 through December 31, 1999.
4. The City will prorate premiums for the remainder of calendar year 1997.
5. The City will readjudicate the claims in 1997 for those individuals switching plans in 1997 retroactive to January 1997. Those switching plans will be charged the additional premium if claims must be readjudicated.
6. Employees shall not be charged a monthly premium contribution for single coverage.
7. AFSCME, Local 3738 will withdraw the Insurance ULP charges against the City upon ratification of the insurance issue by their membership.
8. Monthly premium contribution for Family coverage under the Health Secure and HMO are as follows:
 - 1.4% of base with a minimum of \$35/month and maximum of \$50/month, provided, however, if fewer than 100 city wide employees switch from Basic Select to Health Secure or HMO, then the maximum contribution in 1999 shall be \$55/month.

9. Employees who select Basic Select coverage shall not be charged a monthly premium contribution for single or family coverage.
10. The HMO will become effective October 1, 1997. In addition, the insurance plan year for 1998 shall begin October 1, 1997 and run through December 31, 1998.
11. An insurance committee shall be established which shall be composed of representatives from each bargaining unit, non-represented employees, management and retirees. The committee shall review proposed changes in insurance benefits or coverage, discuss the changes and recommend to the Mayor the consensus of the committee regarding any proposed changes in benefit or coverage prior to a final decision being made on said changes in benefits and/or coverages.


 City of Springfield Date

5/23/12


 AFSCME, Local 3738 Date
 Rich Bolar

09-12-97

AFSCME 3738	8/1/2024	8/1/2025	8/1/2026	8/1/2027	8/1/2028
		\$1.00	\$0.75	\$0.75	\$0.90
	BASE	BASE	BASE	BASE	BASE
	RATE	RATE	RATE	RATE	RATE
ACCOUNT CLERK 1	\$ 20.14	\$ 21.14	\$ 21.89	\$ 22.64	\$ 23.54
ACCOUNT CLERK 2	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
ACCOUNT TECHNICIAN 1	\$ 25.50	\$ 26.50	\$ 27.25	\$ 28.00	\$ 28.90
ACCOUNT TECHNICIAN 2	\$ 27.24	\$ 28.24	\$ 28.99	\$ 29.74	\$ 30.64
ACCOUNTS RECEIVABLE SPECIALIST	\$ 28.18	\$ 29.18	\$ 29.93	\$ 30.68	\$ 31.58
ADMINISTRATIVE CLERK 1	\$ 25.50	\$ 26.50	\$ 27.25	\$ 28.00	\$ 28.90
ADMINISTRATIVE CLERK 2	\$ 27.24	\$ 28.24	\$ 28.99	\$ 29.74	\$ 30.64
ADMINISTRATIVE COORDINATOR	\$ 33.33	\$ 34.33	\$ 35.08	\$ 35.83	\$ 36.73
BUILDING PERMIT ASSISTANT I	\$ 20.12	\$ 21.12	\$ 21.87	\$ 22.62	\$ 23.52
BUYER 1	\$ 27.26	\$ 28.26	\$ 29.01	\$ 29.76	\$ 30.66
BUYER 2	\$ 30.74	\$ 31.74	\$ 32.49	\$ 33.24	\$ 34.14
CASHIER 1	\$ 20.14	\$ 21.14	\$ 21.89	\$ 22.64	\$ 23.54
CASHIER 2	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
CEMETERY SPECIALIST 40 hours	\$ 28.30	\$ 29.30	\$ 30.05	\$ 30.80	\$ 31.70
CLAIMS COORDINATOR	\$ 29.47	\$ 30.47	\$ 31.22	\$ 31.97	\$ 32.87
CLERK 1	\$ 18.66	\$ 20.00	\$ 20.75	\$ 21.50	\$ 22.40
CLERK TYPIST 1	\$ 20.13	\$ 21.13	\$ 21.88	\$ 22.63	\$ 23.53
CLERK TYPIST 2	\$ 20.72	\$ 21.72	\$ 22.47	\$ 23.22	\$ 24.12
CLERK TYPIST 3	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
COMMUNITY OMBUDSMAN	\$ 28.10	\$ 29.10	\$ 29.85	\$ 30.60	\$ 31.50
COMMUNITY PROGRAMS COORDINATOR	\$ 32.37	\$ 33.37	\$ 34.12	\$ 34.87	\$ 35.77
COMMUNITY PROGRAMS SPECIALIST	\$ 26.87	\$ 27.87	\$ 28.62	\$ 29.37	\$ 30.27
COMMUNITY WORKER	\$ 20.41	\$ 21.41	\$ 22.16	\$ 22.91	\$ 23.81
COMPUTER OPERATOR 1	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
COMPUTER OPERATOR 2	\$ 23.99	\$ 24.99	\$ 25.74	\$ 26.49	\$ 27.39
COMPUTER OPERATOR 3	\$ 26.35	\$ 27.35	\$ 28.10	\$ 28.85	\$ 29.75
CONSUMER REPRESENTATIVE 3	\$ 28.10	\$ 29.10	\$ 29.85	\$ 30.60	\$ 31.50
CRIME STUDIES ANALYST	\$ 30.74	\$ 31.74	\$ 32.49	\$ 33.24	\$ 34.14
DATA CONTROL COORDINATOR	\$ 26.35	\$ 27.35	\$ 28.10	\$ 28.85	\$ 29.75
DATA CONTROL SPECIALIST	\$ 23.99	\$ 24.99	\$ 25.74	\$ 26.49	\$ 27.39

DATA INPUT OPERATOR 1	\$ 20.14	\$ 21.14	\$ 21.89	\$ 22.64	\$ 23.54
DATA INPUT OPERATOR 2	\$ 21.32	\$ 22.32	\$ 23.07	\$ 23.82	\$ 24.72
DEMO/REHAB PERMIT INSPECTOR	\$ 33.82	\$ 34.82	\$ 35.57	\$ 36.32	\$ 37.22
EDUCATIONAL COORDINATOR	\$ 25.35	\$ 26.35	\$ 27.10	\$ 27.85	\$ 28.75
ENGINEERING AIDE	\$ 22.48	\$ 23.48	\$ 24.23	\$ 24.98	\$ 25.88
EQUIPMENT OPERATOR 1 40 hours	\$ 21.39	\$ 22.39	\$ 23.14	\$ 23.89	\$ 24.79
EQUIPMENT OPERATOR 2 40 hours	\$ 24.53	\$ 25.53	\$ 26.28	\$ 27.03	\$ 27.93
FACILITIES MAINT WORKER 1 40 hour	\$ 19.20	\$ 20.20	\$ 20.95	\$ 21.70	\$ 22.60
FACILITIES MAINT WORKER 2	\$ 23.01	\$ 24.01	\$ 24.76	\$ 25.51	\$ 26.41
FACILITIES MAINT WORKER 3	\$ 23.80	\$ 24.80	\$ 25.55	\$ 26.30	\$ 27.20
GRANTS TECHNICIAN	\$ 28.19	\$ 29.19	\$ 29.94	\$ 30.69	\$ 31.59
HUMAN RIGHTS INVESTIGATOR	\$ 25.40	\$ 26.40	\$ 27.15	\$ 27.90	\$ 28.80
INVENTORY CLERK	\$ 25.54	\$ 26.54	\$ 27.29	\$ 28.04	\$ 28.94
LABORER/TRUCK DRIVER 40 hours	\$ 24.90	\$ 25.90	\$ 26.65	\$ 27.40	\$ 28.30
LEAD WORKER	\$ 26.30	\$ 27.30	\$ 28.05	\$ 28.80	\$ 29.70
LIBRARIAN 1	\$ 29.39	\$ 30.39	\$ 31.14	\$ 31.89	\$ 32.79
LIBRARIAN 2	\$ 32.04	\$ 33.04	\$ 33.79	\$ 34.54	\$ 35.44
LIBRARY ASSISTANT 1	\$ 19.62	\$ 20.62	\$ 21.37	\$ 22.12	\$ 23.02
LIBRARY ASSISTANT 2	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
LIBRARY ASSISTANT 3	\$ 23.27	\$ 24.27	\$ 25.02	\$ 25.77	\$ 26.67
LIBRARY ASSISTANT 4	\$ 24.79	\$ 25.79	\$ 26.54	\$ 27.29	\$ 28.19
MAINTENANCE FOREMAN	\$ 26.35	\$ 27.35	\$ 28.10	\$ 28.85	\$ 29.75
MAINTENANCE WORKER	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
MESSENGER CLERK I	\$ 19.62	\$ 20.62	\$ 21.37	\$ 22.12	\$ 23.02
MESSENGER CLERK II	\$ 21.42	\$ 22.42	\$ 23.17	\$ 23.92	\$ 24.82
MICROFILM OPERATOR	\$ 20.73	\$ 21.73	\$ 22.48	\$ 23.23	\$ 24.13
OAK RIDGE CEMETERY FOREMAN 40 hours	\$ 31.85	\$ 32.85	\$ 33.60	\$ 34.35	\$ 35.25
RECEPTIONIST	\$ 19.61	\$ 20.61	\$ 21.36	\$ 22.11	\$ 23.01
REHAB CONSTRUCTION SPECIALIST	\$ 33.92	\$ 34.92	\$ 35.67	\$ 36.42	\$ 37.32
REHAB FINANCE SPECIALIST	\$ 33.84	\$ 34.84	\$ 35.59	\$ 36.34	\$ 37.24
SECRETARY 1	\$ 23.04	\$ 24.04	\$ 24.79	\$ 25.54	\$ 26.44
SECRETARY 2	\$ 24.75	\$ 25.75	\$ 26.50	\$ 27.25	\$ 28.15
SECURITY OFFICER 1	\$ 21.92	\$ 23.50	\$ 24.25	\$ 25.00	\$ 25.90
SERVICE REPRESENTATIVE 1	\$ 21.30	\$ 22.30	\$ 23.05	\$ 23.80	\$ 24.70
SERVICE REPRESENTATIVE 2	\$ 23.27	\$ 24.27	\$ 25.02	\$ 25.77	\$ 26.67
SERVICE REPRESENTATIVE 3	\$ 25.50	\$ 26.50	\$ 27.25	\$ 28.00	\$ 28.90
SERVICE REPRESENTATIVE 4	\$ 27.24	\$ 28.24	\$ 28.99	\$ 29.74	\$ 30.64
SMALL MOTOR REPAIRMAN 40 hours	\$ 22.76	\$ 23.76	\$ 24.51	\$ 25.26	\$ 26.16
STOREROOM FOREMAN (SUPV)	\$ 30.97	\$ 31.97	\$ 32.72	\$ 33.47	\$ 34.37

STORES CLERK	\$ 21.92	\$ 22.92	\$ 23.67	\$ 24.42	\$ 25.32
SWITCHBOARD OPERATOR	\$ 18.66	\$ 20.00	\$ 20.75	\$ 21.50	\$ 22.40
TOUR RESERVATION COORDINATOR	\$ 22.60	\$ 23.60	\$ 24.35	\$ 25.10	\$ 26.00
COMMUNITY SERVICE OFFICER	\$ 20.48	\$ 21.48	\$ 22.23	\$ 22.98	\$ 23.88
TRAINING COORDINATOR	\$ 30.74	\$ 31.74	\$ 32.49	\$ 33.24	\$ 34.14

**Memorandum of Understanding
Progressive Disciplinary Track for Attendance**

1. The parties agree that discipline issued for unauthorized absences shall be handled in accordance with this memorandum. Unauthorized absences are those for which time is not approved. The threshold between late arrival and unauthorized absences is one hour after the employee's scheduled starting time.
2. Discipline for unauthorized absences shall be progressive in accordance with the following disciplinary track:

Number of Occurrences	Discipline
1	Counseling
2	Verbal Reprimand
3	Written Reprimand
4	1 day suspension (paper)
5	5 day suspension (paper)
6	10 day unpaid suspension
7	30 day unpaid suspension (half paper)
8	Discharge

3. An occurrence shall be defined as one or more of the following:
 - a) Absence without prior notification, except where employees can provide documented proof that a bona-fide emergency prevented them from providing notice of absence;
 - b) Absence without proper medical verification when the employee is on proof status per Article XX of this agreement.
 - c) Absence without available benefit or authorized dock time.
 - d) Late arrival in excess of one (1) hour after the starting time shall count as an occurrence, except where employees can provide documented proof that a bona-fide emergency prevented them from providing notice of absence.
4. Unauthorized absences without notice (no-call no-shows) shall be counted as two occurrences.
5. Progression on the attendance disciplinary track shall be reset after six months of no unauthorized absences when the employee has three (3) or fewer occurrences, or after 12 months of no unauthorized absences when the employees has four (4) or more occurrences.
6. Employees shall be responsible for keeping track of their benefit time

balances.

ORDINANCE FACT SHEET

DATE OF 1st READING: March 16, 2026

OFFICE REQUESTING: Human Resources

CONTACT PERSON: Nicholas Correll

PHONE NUMBER: (217) 789-2446

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

FISCAL IMPACT: See attached.

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES LOCAL 3738 EFFECTIVE AUGUST 1, 2025 THROUGH JULY 31, 2029.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: 8/1/2025 - 7/31/2029 Change in Scope Yes No

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

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

SEE ATTACHED

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

Contract, summary of changes, and fiscal impact review.

STAFF ANALYSIS

The prior contract expired on July 31, 2025 with AFSCME L3738. This is a new collective bargaining agreement for a four (4) year term. This agreement has been voted on and approved by the Union.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: Sarah Kink

CITY PURCHASING AGENT:

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

Date: _____

Date: 3/4/26

Date: _____

(Director of OBM)

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY TO ACCEPT, EXECUTE AND SUPPLEMENTALLY APPROPRIATE ROUTE 66 GRANT #26-336008, AGREEMENT BEGINNING JULY 1, 2025 THROUGH JUNE 30, 2026, FOR AN AMOUNT NOT TO EXCEED \$200,000.00, FOR THE SPRINGFIELD CONVENTION AND VISITORS BUREAU

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 State of Illinois Department of Commerce and Economic Opportunity has approved Route 66 Grant # 26-336008 agreement, for an amount not to exceed \$200,000.00 to be used for projects scheduled July 1, 2025, through June 30, 2026; and

WHEREAS, it is in the best interest of the City of Springfield to accept this Route 66 Grant #26-336008 agreement from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, a copy of Route 66 Grant #26-336008 agreement shall be on file in the city clerk's office.

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

Section 1: That the City Council hereby accepts Route 66 Grant #26-336008, for an amount not to exceed \$200,000.00. The Mayor and the City Clerk are hereby authorized to execute any documents needed on behalf of the City of Springfield, Illinois.

Section 2: That the City Council hereby approves a supplemental appropriation in the amount of \$200,000.00 for the Springfield Convention and Visitors Bureau.

Section 3: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
021-114-VIST-RT26-1232	\$200,000.00

Section 4: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-11-26
Office of Corporation Counsel/Date

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE			Commerce & Economic Opportunity	
Organization Name:	City of Springfield - Springfield Convention & Visitors Bureau	UEI#	VBD7LLHA3MJ3	NOFO #	2758-3156	
CSFA Number:	420-25-2758	CSFA Description:	Route 66 Grant Program	Fiscal Year:	2026	
SECTION A -- STATE OF ILLINOIS FUNDS						
Revenues						
(a). State of Illinois Grant Amount Requested				\$	200,000.00	
BUDGET SUMMARY STATE OF ILLINOIS FUNDS						
Budget Expenditure Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200			TOTAL EXPENDITURES	
3. Travel		200.474			\$	-
4. Equipment		200.439			\$	-
6. Contractual Services & Subawards		200.318 & 200.92			\$	200,000.00
7. Consultant (Professional Services)		200.459			\$	-
8. Construction					\$	-
10. Research & Development (R&D)		200.87			\$	-
14. Miscellaneous Costs					\$	-
15A. Advertising					\$	-
15B. Familiarization Tours					\$	-
16. Total Direct Costs (lines 1-15)		200.413			\$	200,000.00
18. Total Costs State Grant Funds (16 &17)					\$	200,000.00

ORDINANCE FACT SHEET

DATE OF 1st READING: March 16, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: 200,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH DCEO TO ACCEPT, EXECUTE AND SUPPLEMENTALLY APPROPRIATE ROUTE 66 GRANT #26-336008 IN AN AMOUNT NOT TO EXCEED \$200,000 BEGINNING JULY 1, 2025 TO JUNE 30, 2026 FOR SCVB

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: 7.1.25 - 6.30.26 Change in Scope Yes No

CONTRACT AMOUNT: 200,000
(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	021	114	VIST	RT26	1845	200,000
2						
3						
4						

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	021	114	VIST	RT26	1232	200,000
2						
3						
4						

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

Budget and Grant Agreement

STAFF ANALYSIS

Route 66 Grant #26-336008 is a no-match grant for FY27 Route 66 projects to be completed by June 30, 2026.

FUNDS CHECK BY: Courtney Heinzl Digitally signed by Courtney Heinzl Date: 2026.03.04 09:01:59 -06'00'


Date: _____

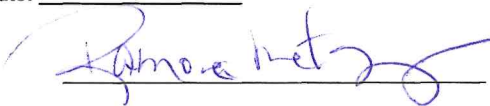
DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2026.02.12 13:52:55 -06'00'

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

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


(Director of OBM)

AN ORDINANCE AMENDING ORDINANCE 391-10-25, FOR ADDITIONAL COMMERCIAL CASUALTY INSURANCE WITH ARTHUR J. GALLAGHER, RISK MANAGEMENT SERVICES INC., FOR ADDITIONAL EXPENDITURE OF \$138,000.00 AND FOR A TOTAL AMOUNT NOT TO EXCEED \$337,947.00 FOR OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, the City Council previously passed ordinance 391-10-25 authorizing the Office of Budget and Management to enter into an agreement with Arthur J. Gallagher, Risk Management Services Inc. for providing casualty insurance for the protection of City assets; and

WHEREAS, therefore the City of Springfield is willing to increase the amount of the agreement by an additional \$138,000.00 and a total amount not to exceed \$337,947.00 for the expansion of liability coverage through Gallagher Risk Management Services.

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

Section 1: The City Council of the City of Springfield hereby amends Ordinance No. 391-10-25, by authorizing an additional payment of \$138,000.00 and a total amount not to exceed \$346,130.00.

Section 2: The Office of Budget and Management is hereby authorized to make payments to Arthur J. Gallagher, Risk Management Services Inc., for \$140,000.00 and a total amount not to exceed \$337,947.00 from the following accounts in accordance with the terms of the agreement.

<u>Account:</u>	<u>Amount:</u>
001-107-GENC-VARI-1206	\$ 87,630.00
101-200-JB-6238-1206	\$ 7,590.00
102-200-JB-7838-1206	\$ 42,780.00
Total:	\$138,000.00

Section 3: The remainder of Ordinance 391-10-25 is not in conflict with this ordinance shall remain in full force and effect.

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

PASSED: _____, 2026

SIGNED: _____, 2026

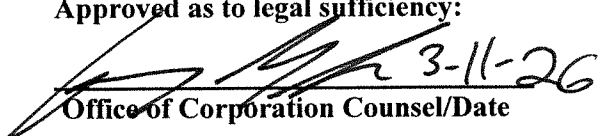
RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-11-26
Office of Corporation Counsel/Date

ORDINANCE FACT SHEET

DATE OF 1st READING: March 17, 2026

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: James W. Peters

PHONE NUMBER: 217-789-2191

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

FISCAL IMPACT: \$138,000.00

SUGGESTED TITLE: An ordinance amending ordinance 391-10-25 for additional commercial casualty insurance with Arthur J. Gallagher Risk Management Services Inc. for an additional expenditure of \$138,000.00 for a total not to exceed \$337,947.00 for the Office of Budget & Management

CONTRACTOR / VENDOR NAME: Arthur J. Gallagher Risk Management Services Inc.

VENDOR NO: VC*6164

CONTRACT TERM: 03-22-2026 through 03-22-2027 Change in Scope Yes No

CONTRACT AMOUNT: \$337,947.00 (cumulative)
(Original amount if change order)

Change Order # _____ Additional Amount \$138,000.00

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: Contract Amendment
- 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	1206	\$87,630.00
2	101	200	JB	6238	1206	\$7590.00
3	102	200	JB	7838	1206	\$42,780.00
4						

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

Ordinance 391-10-25

STAFF ANALYSIS

This ordinance will expand the liability coverage through Gallagher Risk Management Services, Inc. for the City of Springfield for commercial revenue and casualty insurance to protect city assets.

FUNDS CHECK BY: [Signature]

DIRECTOR / SUPERVISOR: _____

CITY PURCHASING AGENT: [Signature]

SIGN OFF: _____
(Mayor's Signature) GEM

Date: 3/2/26

Date: _____

Date: 3-2-2026

[Signature] 3/2/26
(Director of OBM)

2026-139

AN ORDINANCE ACCEPTING AND AUTHORIZING CONTRACT #21-416-P-29479 WITH MORROW BROTHERS FORD INC. FOR THE PURCHASE AND DELIVERY OF (4) 2026 FORD RANGER CREW CAB TRUCKS AND ALL NECESSARY EQUIPMENT FOR AN AMOUNT NOT TO EXCEED \$158,846.00, AFTER A TRADE IN OF TWO (2) END OF LIFE VEHICLES FOR THE SPRINGFIELD FIRE DEPARTMENT

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

WHEREAS, the Springfield Fire Department desires to purchase (4) 2026 Ford Ranger Crew Cab Trucks and all necessary equipment from Morrow Brothers Ford Inc., under State Contract #21-416-P-29479, in the amount not to exceed \$158,846.00; and

WHEREAS, the City 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 38.50 pertaining Sealed Competitive Bids as this purchase will be made under the state of Illinois contract available for joint purchasing; and

WHEREAS, the state contract shall be located in the Office of the City Clerk and identified as State Contract #21-416-P-29479.

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

Section 1: That the City Council hereby authorizes and accepts the purchase and delivery of (4) 2026 Ford Ranger Crew Cab Trucks from Morrow Brothers Ford, Inc., in the amount not to exceed \$158,846.00 for the Springfield Fire Department. The Mayor and City Clerk are authorized to execute a contract on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Morrow Brothers Ford, Inc. (0MOR4945) from account number 001-108-FIRE-FOPR-1502 for a total amount not to exceed \$158,846.00.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-11-26

Office of Corporation Counsel / Date



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 24, 2026

Division Chief
Todd Taylor
Springfield Fire Department
C:217-303-3115
E:todd.taylor2@sprinfieid.il.us


We propose the following for your consideration:

- (4) New 2026 Ford Ranger Crew Cab 4x4
- Color Oxford White
- 2.3 Ecoboost Engine
- Trailer Tow Package
- Spray in Bed Liner
- Pro Power Onboard-400K
- Secure Engine Lockout
- Aftermarket Remote Start
- M Plate

Illinois Government Price: \$159,996.00 \$39,999.00 Each

Trade In 2010 Chrysler Town & Country	Vin# 2A4RR5D13AR278261	\$800.00
Trade In 2003 Chevrolet Suburban 2500	Vin#3GNGK26U43G298994	\$350.00

Total:\$158,846

Thank You,

Steve Speaks
Government Sales
Morrow Brothers Ford, Inc.

Customer Acceptance _____
Date of Acceptance _____ *GEM*



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

Springfield Fire Department Equipment Packages

2026 Ford Ranger Crew Cab ARE Cap Painted Side Doors, Glass Rear Door & Front Fixed Picture Window

Cargo Slide 2.0 1000 Pound Capacity: 56.4 Inch Length x 41.2 Inch Width X 6.8Inch Height.

**Powder Coated Steel Frame: Polished Aluminum Side Rail.
Black Thermoplastic Coated ¾ Inch Plywood Platform: Bolts
To truck Bed w 4 Adjustable Eye Bolt Tie Downs. 100 Percent Extension**

**Floor Liner Front/Rear
W244418491IM- Floor Liner HP 2 Piece
W244418492IM-Floor Liner HP 1 Piece
Molded with Underside Nibs w Channels and Reservoir to Direct and Hold
Fluids w Embossed WeatherTech Logo. Black**

**Thermoplastic Elastomer (TPE)
Injection Molded Material**

**Seat Covers Set of 4.
C59SS349PCCH- Seat Cover Seat Saver
Set Of 2
C59SS2617PCCH – Seat Cover Seat Saver
Set of 2
Seat Style C- Bucket with Adjustable Headrest. Polycotton.
Charcoal.
Emergency Lighting Front/Rear, RST w/Traffic Advisor
Front grill/ IONS.**

Installation of Customer requested Emergency Equipment

All Parts, Labor and Professional Installation

Illinois Government Price: \$39,988.00 \$9,997.00 Each

Customer Acceptance: _____ Date: _____

GEA



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

MEMORANDUM

TO: Alivia Carrigan

FROM: Anthony Quinones - Assistant Purchasing Agent

DATE: February 26, 2026

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet concerning Morrow Brothers Ford for purchase of Four (4) Ford Ranger Crew Cab Trucks with trade in of two (2) end of life vehicles in an amount not to exceed \$158,846.00.00 for the Springfield Fire Department.

State Joint Purchase Contract – 21-416CMS-BOSS4-P-29479.

Pursuant to Article 38.50 (1) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made pursuant to a General Services Administration contract available for joint purchasing.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Fire Department

CONTACT PERSON: Alivia Carrigan

PHONE NUMBER: 217-788-8473 X4509

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

FISCAL IMPACT: \$158,846.00

SUGGESTED TITLE: Ordinance authorizing the purchase of Four(4) 2026 Ford Ranger Crew Cab trucks and all necessary equipment for the Springfield Fire Department to replace end of life department vehicles in the amount of \$158,846.00 after a trade in of two(2) end of life vehicles.

CONTRACTOR / VENDOR NAME: Morrow Brothers Ford VENDOR NO: 0MOR4945

CONTRACT TERM: Upon Delivery Change in Scope Yes No

CONTRACT AMOUNT: \$158,846.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: State Contract
- 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	108	FIRE	FOPR	1502	\$158,846.00
2						
3						
4						

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

Morrow Brothers memo
Reference IL. Contract 21-416-P-29479

STAFF ANALYSIS

This purchase is intended to replace decommission eligible vehicles, by trade in, within the Springfield Fire Department fleet. These new vehicles will enable the Fire Safety Inspectors to continue transporting essential equipment that is necessary when being called to a potential arson scene.

FUNDS CHECK BY: Courtney Hagedorn

DIRECTOR / SUPERVISOR: [Signature]

CITY PURCHASING AGENT: [Signature]

SIGN OFF: _____
(Mayor's Signature) CEA

Date: 02-26-2026

Date: 2-26-26

Date: 2/26/2026

[Signature] 2/26/26
(Director of OBM)

2026-140

AN ORDINANCE APPROVING PAYMENT TO HAROLD O'SHEA BUILDERS, INC FOR EMERGENCY WORK PERFORMED FOR FIRE STATION NO. 12 IN THE AMOUNT NOT TO EXCEED \$50,468.00, FOR THE SPRINGFIELD FIRE DEPARTMENT

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

WHEREAS, the Springfield Fire Department initiated emergency work on Fire Station No. 12 due to an automobile accident that damaged an exterior wall; and

WHEREAS, Harold O'Shea provided this work in an amount not to exceed \$50,468.00; and

WHEREAS, payment directed to Harold O'Shea Builders, Inc has been received from State Farm check no. 101051915J to the Springfield Fire Department to cover all damages to property at Fire Station No. 12; and

WHEREAS, a copy of invoice no. 25-198-1 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 authorizes approval of payment for invoice no. 25-198-1 with Harold O'Shea Builders, Inc that has provided emergency work performed on Fire Station No. 12, in an amount not to exceed \$50,468.00. The Mayor and City Clerk are authorized to execute the payment on behalf of the City of Springfield.

Section 2: That the Springfield Fire Department is hereby authorized to pay Harold O'Shea an amount not to exceed \$50,468.00 from account number 095-108-GENC-MOVE-2305.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-12-26
Office of Corporation Counsel/Date



INVOICE

Harold O'Shea Builders, Inc.
 3401 Constitution Dr.
 Springfield, Illinois 62711
 Ph. (217) 522-2826 / Fax (888) 930-2009

00SH1000
 108
 RQS 17897

INVOICE NO. 25-198-1
 DATE July 31, 2025
 CUSTOMER ID Fire House 12 Wall Repairs .

TO City of Springfield
 Attn: Nicholas Zummo
 300 South 7th Street
 Springfield, IL 62794

RE Repair wall where vehicle collided
 with exterior wall.

PM	JOB #	AGREEMENT	PURCHASE ORDER	DUE DATE
Jeff Jarrett	25-198	Time & Materials		Net 30 days

DESCRIPTION	QUANTITY	UM	RATE	LINE TOTAL
Harold O'Shea Builders Labor & Material:				
Carpenter Foreman	11.00	HR	\$ 107.75	\$ 1,185.25
Job Superintendent	66.00	HR	\$ 130.25	\$ 8,596.50
Estimator	9.00	HR	\$ 99.00	\$ 891.00
Laborer Foreman	8.00	HR	\$ 94.50	\$ 756.00
Laborer Journeyman	20.50	HR	\$ 92.50	\$ 1,896.25
Truck Driver	4.00	HR	\$ 88.75	\$ 355.00
Senior Project Manager	4.00	HR	\$ 167.00	\$ 668.00
Misc. Materials & Small Tools, Equipment, Lift	1.00	LS	\$ 5,160.00	\$ 5,160.00
Subcontracts				
B&B Electric, Inc.	1.00	LS	\$ 762.00	\$ 762.00
Jennings Painting Inc	1.00	LS	\$ 2,625.00	\$ 2,625.00
Nelch Doors	1.00	LS	\$ 3,341.00	\$ 3,341.00
Patterson Comm'l Flooring Inc	1.00	LS	\$ 1,000.00	\$ 1,000.00
Pulliam Masonry, Inc.	1.00	LS	\$ 16,649.00	\$ 16,649.00
FINAL Billing				

SUBTOTAL	\$ 43,885.00
OH&P @ 15%	\$ 6,583.00
SALES TAX	Exempt
TOTAL	\$ 50,468.00

Make all checks payable to Harold O'Shea Builders
 Federal Tax ID: 37-1272815
 Please note job and invoice number on your payment
THANK YOU FOR YOUR BUSINESS!

ORDINANCE FACT SHEET

DATE OF 1st READING: 3/17/26

OFFICE REQUESTING: Springfield Fire Department

CONTACT PERSON: Alivia Carrigan

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

PHONE NUMBER: 217-788-8473 X4509

FISCAL IMPACT: _____

SUGGESTED TITLE: An Ordinance approving payment to Harold O'Shea Builders, INC for the emergency work preformed on Fire Station 12.

CONTRACTOR / VENDOR NAME: Harold O'Shea Builders, INC VENDOR NO: 00SH1000

CONTRACT TERM: Work Completed Change In Scope Yes No

CONTRACT AMOUNT: \$50,468.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: Insurance
- 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	095	108	GENC	MOVE	2305 \$50,468.00
2					
3					
4					

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

O'Shea Builders Invoice 25-198-1
 State Farm Property Damage Only Release

STAFF ANALYSIS

The Springfield Fire Department initiated emergency work on Fire Station 12 due to an automobile accident that damaged an exterior wall. Payment directed to O'Shea via State Farm check number 101051915J. State Farm check was received by the Springfield Fire Department to cover all damages to property at Fire Station 12.

FUNDS CHECK BY: C. Heingel
 DIRECTOR / SUPERVISOR: [Signature]
 CITY PURCHASING AGENT: [Signature]

Date: 02/17/2026
 Date: 2-11-26
 Date: 2/18/2026

SIGN OFF: _____
(Mayor's Signature) GEM

(Director of OBM)

AN ORDINANCE AMENDING ORDINANCE NO. 195-05-24 AND AUTHORIZING AN ADDITIONAL PAYMENT OF \$106,101.90 AND FOR A TOTAL AMOUNT NOT TO EXCEED \$410,030.40, FOR FY2027 TO LION GROUP, INC FOR THE PURCHASE OF 30 SETS OF RIG GEAR FOR THE SPRINGFIELD FIRE DEPARTMENT

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

WHEREAS, the City Council previously passed ordinance 195-05-24 authorizing a three-year contract with Lion Group, Inc in the amount of \$303,928.50 to provide protective firefighting gear for active members and new hires; and

WHEREAS, it is necessary to amend ordinance no. 195-05-24 and authorize an additional payment of \$106,101.90 for an additional rig gear for a total amount not to exceed \$410,030.40 to Lion Group, Inc for the purchase of 30 additional sets of rig gear.

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

Section 1: That the City Council hereby amends ordinance no. 195-05-24 for the purchase of 30 sets of rig gear and authorizes an additional payment of \$106,101.90, and for a total amount not to exceed \$410,030.40 for FY2027 to Lion Group, Inc. The Mayor and City Clerk are authorized to execute any documents which may be necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make additional payment of \$106,101.90 and for a total not to exceed \$410,030.40, to Lion Group, Inc (VC*5929) from account number 001-108-FIRE-FOPR-1414.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-12-26
Office of Corporation Counsel/Date

2024-173

195-05-24

AN ORDINANCE AUTHORIZING THE EXECUTION OF A THREE YEAR CONTRACT RFP FD25-02 WITH LION GROUP, INC. FOR PURCHASE OF PROTECTIVE FIREFIGHTING GEAR FOR AN AMOUNT NOT TO EXCEED \$303,928.50, FOR THE SPRINGFIELD FIRE DEPARTMENT

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

WHEREAS, the Springfield Fire Department sought proposals for protective firefighting gear for new Springfield Fire Department personnel; and

WHEREAS, Lion Group Inc. submitted the lowest responsible bid under proposal RFP FD25-02 to provide the protective firefighting gear for active members and new hires for an amount not to exceed \$303,928.50; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an agreement with Lion Group Inc.; and

WHEREAS, a copy of RFP FD25-02 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 authorizes execution of RFP FD25-02 with Lion Group Inc. to provide protective firefighting gear for an amount not to exceed \$303,928.50. The Mayor and City Clerk are authorized to execute the agreement and any other documents necessary on behalf of the City of Springfield.

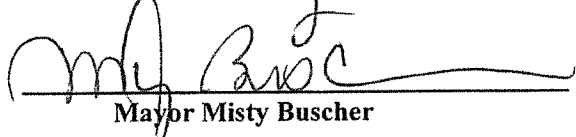
Section 2: That the Springfield Fire Department is hereby authorized to pay Lion Group, Inc. (VC5929) an amount not to exceed \$303,928.50 from account number 001-108-FIRE-FOPR-1414.

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

PASSED: May 21, 2024

SIGNED: May 23, 2024

RECORDED: May 24, 2024


Mayor Misty Buscher

ATTEST: 
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel / 5/1/24 Date

2024-173

195-05-24



SPRINGFIELD FIRE DEPARTMENT

825 EAST CAPITOL
SPRINGFIELD, IL 62701

Phone: (217) 788-8474

To: Mike Lesko
From: Nick Zummo
RE: RFP FD25-02 – Protective Firefighting Gear
Date: April 22, 2024

Proposals were received on April 11, 2024 for the purchase of 90 sets of Protective Firefighting Gear over a three year period. Included you will find our evaluation of the proposals and recommendation for purchase.

Five total proposals were evaluated from suppliers for sets of protective gear. After reviewing all the prices, compliance with specifications, warranties and brand familiarity, the Springfield Fire Department recommends LION to be awarded the contract. The Springfield Fire Department also recommends going with the PFAS free option which will provide our members with a safer product. The cost per set of gear will be \$3403.23 initially and increasing 5% for the next two years thereafter.

In addition to cost, the Department evaluated the following criteria on the proposals.

- a. Compliance with bid specifications and requirements;
- b. Capability of bidder to provide the product and/or service, including the availability of person(s) to take necessary measurements, who are proficient to take such measurements;
- c. Prior performance and experience
- d. The ability to deliver within 6 months of order being submitted.
- e. PFAS free option.

LION ranked best throughout the evaluation and offered the lowest price on both the regular specs and with PFAS free materials. LION also offered a strong warranty plan and provides a product that our department is familiar with and have used in the past. Local vendor preference was applied and did not change the ranking.

The ordinance amount for the contract should be to not exceed \$96,237.30 for FY25, \$101,589.30 for FY26, \$106,101.90 for FY27, for a total not to exceed \$303,928.50. This comes in under the \$105,000 that was allocated within FY25 budget for this purchase in FY25.

Please call if there are any questions.


RFP Evaluation

The Division Chief of Operations for the Springfield Fire Department independently reviewed and evaluated the original proposals in accordance with the evaluation criteria specified within the proposal and the results are as follows:

FY25 Turnout Gear RFP Score Sheet								
Company Name	Contract Term (0-3)	Delivery (0-2)	Coat Specs (0-19)	Pant Specs (0-9)	100% PFAS Free Option	Price	PFAS Free Price	Score
LION	3	2	19	9	Yes	\$3207.91	\$3403.23	33
Air One (Globe) 1	3	2	19	9	Yes		\$3470	33
MES (FireDex)	3	2	18	7	Yes		\$3805	30
Air One (Globe) 2	3	2	18	9	No	\$3375	N/A	32
AEC Fire Dex	3	2	18	9	No	\$3722 (\$3535.90 with 5% Local Preference)	N/A	32

LION Pricing Breakdown:

Fiscal Year	PFAS Free Price	Non-PFAS Free Price
FY25	\$3403.23	\$3207.91
FY26	\$3573.38	\$3386.31
FY27	\$3752.06	\$3536.73



Nick Zummo
Division Chief of Operations

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 5/7/24

OFFICE REQUESTING: Springfield Fire Department **CONTACT PERSON:** Ed Canny/Nick Zummo
PHONE NUMBER: 217-788-8474

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: Request for Proposal Award **FISCAL IMPACT:** \$ 303,928.50
 (If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
 An Ordinance accepting proposal RFP FD25-02 with LION First Responder PPE inc. for a 3-year agreement for the purchase of Protective Firefighting Gear for a total contractual amount not to exceed \$303,928.50 for the Springfield Fire Department.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
 Recommendation Memorandum _____
 RFP Contract Books _____

CONTRACTOR / VENDOR NAME: Lion Group Inc. **VENDOR NO:** VC0000005929
CONTRACT TERM: 3-years (2024, 2025 & 2026) **Change in Scope** Yes No

CONTRACT AMOUNT: \$ 303,928.50 **Change Order #** _____ **Additional Amount** _____
 (Original amount if change order)

Method of Purchase (check one) **Previous Ord #'s** _____
 Low Bid Other: Best Proposal/Lowest Cost **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	Source	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	FOPR	1414 \$ 303,928.50
2					
3					
4					

FUNDS CHECK BY: _____ **Date:** 04-18-2024
DIRECTOR / SUPERVISOR SIGNATURE: Ed Canny **Date:** 4/16/24
CITY PURCHASING AGENT: _____ **Date:** 4/18/24

COMMENTS

This ordinance awards RFP FD25-02, a three-year contract to Lion First Responder PPE, Inc. for firefighting protective gear for active members as well as new hires. Lion First Responder was evaluated as the best overall proposal response as well as the lowest cost for standard and 100% PFAS free material gear. The ordinance will authorize not to exceed expenditures for PFAS free material gear based on the prices submitted for the following Fiscal Years: FY25 - \$96,237.30; FY26 - \$101,589.30 and FY27 - \$106,101.90 for a total contractual amount not to exceed \$303,928.50. (The proposal cost was slightly lower than the estimated budgeted cost of \$105,000 for 30 sets of gear for FY25.)

SIGN OFF: _____ (Mayor's Signature) _____ (Director of OBM) 4/19/24

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Fire Department

CONTACT PERSON: Alivia Carrigan

PHONE NUMBER: 217-788-8473 X4509

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

FISCAL IMPACT: \$303,928.50

SUGGESTED TITLE: An Ordinance amending Ordinance 195-05-24 and authorizing an additional \$106,101.90 to purchase 30 sets of rig gear from Lion Group Inc. for fiscal year 2027 for the Springfield Fire Department.

CONTRACTOR / VENDOR NAME: Lion Group Inc.

VENDOR NO: VC0000005929

CONTRACT TERM: 3 YEAR

Change in Scope Yes No

CONTRACT AMOUNT: \$303,928.50

1

\$106,101.90

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Low Bid

Low Bid Meeting Specs

Low Evaluated Bid

Other: Best Proposal

Exception: _____

Code Provision: _____

Previous Ord #'s 195-05-24

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	001	108	FIRE	FOPR	1414	\$106,101.90
2						
3						
4						

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

Recommendation Memorandum

Contract Books

STAFF ANALYSIS

FUNDS CHECK BY: Courtney Heinzl

Digitally signed by Courtney Heinzl
Date: 2026.02.24 10:10:38 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: Nicholas Zummo

Digitally signed by Nicholas Zummo
Date: 2026.02.18 15:42:51 -06'00'

Date: _____

CITY PURCHASING AGENT:

Date: 2/24/2026

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

(Director of OBM)

AN ORDINANCE AUTHORIZING PAYMENT TO CELLEBRITE, INC IN THE AMOUNT OF \$73,521.00 FOR INSEYETS DIGITAL FORENSICS EXTRACTION SYSTEMS FROM MARCH 15, 2026, THROUGH MARCH 14, 2027, FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, it is necessary to authorize payment, in the amount of \$73,521.00, for Invoice No. INVUS295334 to Cellebrite, Inc from March 15, 2026, through March 14, 2027, for Inseyets Digital Forensics Extraction Systems; and

WHEREAS, the Cellebrite Inseyets products are a digital forensics solution designed for rapid extraction of comprehensive evidence from the latest Android and IOS devices; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that in accordance with the requirements of Section 38.38(a) and/or Section 38.41, that Traffic Control Products is a sole source vendor for this purchase and it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process, which is therefore exempt from the provisions of the City Purchasing Code; and

WHEREAS, a copy of the contract 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 authorizes payment, in the amount of \$73,521.00, for Invoice No. INVUS295334 to Cellebrite, Inc from March 15, 2026, through March 14, 2027, for Inseyets Digital Forensics extraction systems that is designed for rapid extraction of comprehensive evidence from the latest Android and IOS devices.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of \$73,521.00 to Cellebrite, Inc (VC*5113) from account number 001-112-POLC-POPR-1605.

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

PASSED: _____, 2026

SIGNED: _____, 2026


RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Mayor Misty Buscher

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

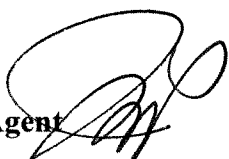

Office of Corporation Counsel/Date 3-11-26



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

MEMORANDUM

TO: Calvin Gaskill

FROM: James W. Peters, Purchasing Agent 

DATE: February 27, 2026

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet concerning Cellebrite Inc. and authorizing payment for Inseyets Digital Forensics extraction systems in an amount not to exceed \$73,521.00 for the Springfield Police Department.

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the city to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

Cellebrite, Inc.

1861 International Drive
3rd Floor
McLean VA 22102
United States
Tel: +1 800 942 3415
Fax: +1 201 848 9982
Tax ID #: 22-3770059
DUN #: 033095568



Cellebrite

Digital intelligence
for a safer world

Invoice

Invoice #: INVUS295334
Date: 02/09/2026
Sales Order #SOUS142158
Primary Quote : Q-484963

Bill To
City of Springfield
800 East Monroe
Springfield Illinois 62701
United States

Kalvin Gaskill
217-788-8345 x4314

Ship To
Springfield Police Department
800 East Monroe Street
Springfield IL 62701
United States

Tim Zajicek
1 217-788-8345 x4361
End Customer: Springfield Police
Department (IL)

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance:
Cellebrite Inc. , PO BOX 23551 New York,
NY, 10087-3551

Fulfillment #ITF248551

PO #	Ship Date	Terms	Freight term	Currency
Signed Quote Q-484963-1	02/09/2026	Net 30	FCA (NJ)	USD

Item	Quantity	Period Start Date	Period End Date	Product SN	Unit Price	Ext. Price
S-UFD-20-003 Inseyets Pro UFED Subscription	3	03/15/2026	03/14/2027	1195039866, 1134760127, 1842572966	4,830.00	14,490.00
S-UFD-20-006 Inseyets Pro PA Subscription	3	03/15/2026	03/14/2027	1195039866, 1134760127, 1842572966	4,410.00	13,230.00
S-UFD-04-040 Smart Translator, single language translation	3	03/15/2026	03/14/2027	1195039866, 1134760127, 1842572966	2,457.00	7,371.00
S-AIS-20-001 Inseyets Online Limited Unlocks subscription	150	03/15/2026	03/14/2027		256.20	38,430.00

Subtotal \$73,521.00

Total \$73,521.00

Amount Due \$73,521.00

Item	Serial Numbers
S-UFD-20-003 Inseyets Pro UFED Subscription	1195039866, 1134760127, 1842572966
S-UFD-20-006 Inseyets Pro PA Subscription	1195039866, 1134760127, 1842572966
S-UFD-04-040 Smart Translator, single language translation	1195039866, 1134760127, 1842572966

Cellebrite, Inc.

1861 International Drive
3rd Floor
McLean VA 22102
United States
Tel: +1 800 942 3415
Fax: +1 201 848 9982
Tax ID #: 22-3770059
DUN #: 033095568



Cellebrite

Digital intelligence
for a safer world

Invoice

Invoice #: INVUS295334
Date: 02/09/2026
Sales Order #SOUS142158
Primary Quote : Q-484963

Order Creator: Lisa Lang

Click [here](#) to process with Credit Card payment.

- Freight Terms: FCA (NJ)
 - General: The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>
 - EULA: All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
 - Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>
 - Premium and Inseyets Unlocks: The following terms shall apply only to Cellebrite Premium and Inseyets Unlocks at <http://legal.cellebrite.com/intl/PremiumUS.htm>
 - Pathfinder: The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>
 - Training Services: The following terms apply to Cellebrite Training Services at <http://legal.cellebrite.com/intl/Training.htm>
 - SaaS: The following terms apply to Cellebrite SaaS Services at <https://legal.cellebrite.com/SaaS.htm>
 - Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at <https://legal.cellebrite.com/Endpoint-SAAS.html>
- In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment

March 19, 2025

TO WHOM IT MAY CONCERN,

This letter is provided to inform you that a Sole Manufacturer justification exists because the solution identified in this document, required to satisfy the Agency's needs, are only manufactured, developed or made available from Cellebrite Inc. This letter identifies Cellebrite Inc. As the sole Developer, and Manufacturer of respective items listed below in detail:

Cellebrite InsEYEts Core / Pro / Offline

Cellebrite Inc. was established in 1999 and is based in Morristown, NJ and Vienna, VA, and is incorporated in the state of Delaware. Cellebrite Inc. supports customers and users around the globe including US, Latin America, Canada, and Mexico. With more than 60,000 extraction licenses deployed in multiple countries, Cellebrite's forensic extraction products have been deployed throughout the world, and our Cellebrite Pathfinder is an extension of these forensic extraction products. Our forensic extraction customers include the Department of Defense, Federal Government, Intelligence Organizations, Military, and Law Enforcement Divisions.

Agencies today are facing several challenges when it comes to Digital Forensics:

1. Access to locked and encrypted devices.
2. Volume of data collected.
3. Provide faster insights.
4. Variety of Data sources including Mobile devices, Computer, Cloud etc.

To address these challenges, Cellebrite Inseyets is equipped with unique capabilities that are exclusive to Cellebrite and not available from any other company. These capabilities include, Unlocking using AFU or Brute-Force and providing a Full File-system and/or Physical extraction from most of the leading Android vendors such as Samsung, Xiaomi, LG, Huawei, Motorola, Sony, Google and others in addition to

Cellebrite Inc., 8065 Leesburg Pike, Suite 302, Vienna VA, 22182
Tel: (800) 942-3415 • www.cellebrite.com
Tax ID: 22-3770059 • DUNS: 033095568 • CAGE: 4C9Q7 • ORCA Registration Complete

2026-148



Apple iOS devices including the latest iPhones and iOS versions. As Mobile devices play a major role during investigations, Cellebrite Inseyets technology provides Law Enforcement personnel access to the newest locked, encrypted, and updated Mobile devices. This capability enables the Law Enforcement to collect digital evidence such as phone logs, IM, chat messages, social media, emails, images, and other information that is locked and encrypted.

Furthermore, to face growing number of cases and data Cellebrite Inseyets is equipped with Automation capabilities that streamline the extraction to report process that saves valuable hours to our customers.

Our competitive advantages include:

- **Access Locked and Encrypted leading mobile devices.** Cellebrite Inseyets supports Full File-System, User data extraction and Physical extraction from the widest range of iOS and Android devices while bypassing, After-First-Unlocking or brute forcing the device passcode and other security measures. Cellebrite Inseyets is the only tool that provides both a Generic iOS and Generic Android devices in the same product. Inseyets support all the leading vendors in the market including Apple, Samsung, Huawei, Motorola, LG, OPPO, VIVO, Google, Sony, Xiaomi and many others.

In addition, Cellebrite Inseyets provide access (extraction and decoding) to leading Android secured containers such as Samsung secured folder, Huawei Private Space and Xiaomi 2nd Space.

Last, Cellebrite Inseyets allows Selective App extraction for both iOS and Android devices.

- **Broadest Device & App Support.** Cellebrite has the largest device inventory in the industry that holds more than 15K mobile devices from different vendors, OS, Locations, and years. Cellebrite is purchasing dozens of devices each month from different countries to support customer's needs.

- **Industry's leading Decoding and Reporting.** Cellebrite Physical Analyzer (PA) is the leading tool for Decoding and Reporting. PA is go-to-tool when it comes to Mobile Forensics analysis. UFED Report (UFDR) is the common format used by examiners and prosecutors in courts world-wide.

- **Extraction to UFDR streamline.** Harnessing Cellebrite unique capabilities of Access and Decoding, Cellebrite Inseyets can now Streamline the extraction all the way to a UFED Report (UFDR) which is a standard in Forensics. The new capabilities can accelerate processing speed of a case in 40%-70% which allows examiners to process more cases in less time.

Cellebrite Inc., 8065 Leesburg Pike, Suite 302, Vienna VA, 22182
Tel: (800) 942-3415 • www.cellebrite.com
Tax ID: 22-3770059 • DUNS: 033095568 • CAGE: 4C9Q7 • ORCA Registration Complete

+

- **Large, Established User Community.** Since 2007, Cellebrite has deployed more than 60,000 Cellebrite UFED in 100+ countries to support law enforcement, intelligence services, border patrols, military forces, public safety agencies and commercial organizations.
- **Forensically Sound Evidence Every Time.** Unlike competitors' "black box" third-party boot loaders or other tools, Cellebrite Premium uses custom-designed, read-only methods, which ensure forensically sound File-System and Physical extractions.
- **Technology and Research and Development (R&D) Leadership.** Cellebrite provides the mobile forensic industry's most comprehensive Android, Apple iOS, Blackberry, and Windows Mobile support. Cellebrite has a staff of 250+ engineers—the most of any mobile forensics' solution provider. We are committed to investing in the ongoing R&D to innovate around customer and market needs.
- **Best-in Class Training Ensures a Repeatable, Reproducible Mobile Forensics Process.** Open to all user levels, from beginners to advanced, Cellebrite certification training provides hands-on experience with Cellebrite products and applications, delivering the tools and knowledge required for evidence collection data analysis, searching, and reporting.

Sincerely,

Hagit Reuven

VP, Global Sales Operations

Cellebrite Inc., 8065 Leesburg Pike, Suite 302, Vienna VA, 22182

Tel: (800) 942-3415 • www.cellebrite.com

Tax ID: 22-3770059 • DUNS: 033095568 • CAGE: 4C9Q7 • ORCA Registration Complete

2026-148

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police Department

CONTACT PERSON: Kalvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: \$73,521.00

SUGGESTED TITLE: Ordinance Authorizing Payment in the amount of \$73,521.00 to Cellebrite Inc for Inseyets Digital Forensics extraction systems for the Springfield Police Department.

CONTRACTOR / VENDOR NAME: Cellebrite Inc

VENDOR NO: VC*5113

CONTRACT TERM: 3/15/2026-3/14/2027 Change in Scope Yes No

CONTRACT AMOUNT: 73,521.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	112	POLC	POPR	1605	73,521.00
2						
3						
4						

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

Invoice #INVUS295334

STAFF ANALYSIS

(3)Inseyets Pro UFED Subscriptions, (3) Inseyets Pro PA Subscriptions, (150) Inseyets Online Limited Unlocks subscriptions

The Cellebrite Inseyets Products are a digital forensics solution designed for rapid extraction of comprehensive evidence from the latest Android and iOS devices.

FUNDS CHECK BY: C. Heingel

DIRECTOR / SUPERVISOR: [Signature]

CITY PURCHASING AGENT: [Signature]

SIGN OFF: _____
(Mayor's Signature) GEN

Date: 02/23/2026

Date: 2/23/26

Date: 2-26-2026

[Signature] 2/27/26
(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING PAYMENT TO TYLER TECHNOLOGIES IN THE AMOUNT OF \$79,376.05 FOR THE ANNUAL MAINTENANCE FEE FOR E-CRASH / E-CITATION REPORTING SYSTEMS FOR FY2027 FROM MARCH 1, 2026, THROUGH FEBRUARY 28, 2027, FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, it is necessary to authorize payment, in the amount of \$79,376.05, to Tyler Technologies for FY2027 from March 1, 2026, through February 28, 2027, for maintenance fees for the E-Crash / E-Citation Reporting Systems

WHEREAS, a copy of the contract 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 authorizes payment, in the amount of \$79,376.05, to Tyler Technologies for FY2027 from March 1, 2026, through February 28, 2027, for maintenance fees for the E-Crash / E-Citation Reporting Systems.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of \$79,376.05 to Tyler Technologies (VC*5187) from account number 001-112-POLC-POPR-1605.

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

PASSED: _____, 2026

SIGNED: _____, 2026

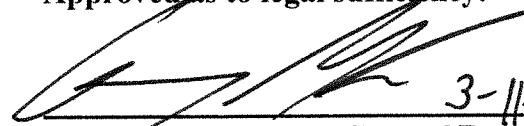
RECORDED: _____, 2026

Mayor Misty Buscher

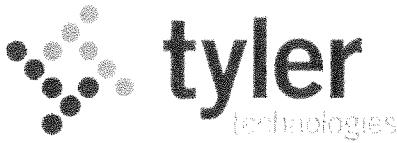
ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel/Date 3-11-26



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

FY27

INVOICE

Document No.	Date	Page
C1100-00250844	01/31/26	1 of 1

Questions:
 Phone: 1-800-772-2260 Press 2
 Email: ar@tylertech.com



Bill To: CITY OF SPRINGFIELD POLICE DEPARTMENT
 COMMANDER SCARLETTE
 800 E MONROE ST
 SPRINGFIELD, IL 62701-1900

Delivery To: CITY OF SPRINGFIELD POLICE DEPARTMENT
 COMMANDER SCARLETTE
 800 E MONROE ST
 SPRINGFIELD, IL 62701-1900

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
50226	LOC000030169	LOC000030169	USD	Net45	3/17/2026
Cust PO#	Sales Order	Billing Schedule			
	SBI1000-000004804	310-2019SPRING			

Contract Date	Description	Quantity	Unit Price	Extended Price
03/15/19	State Compliance Crash Report Software (w/Drawing Tool) (150) - Maintenance 03/01/2026 - 02/28/2027	1	\$40,620.22	\$40,620.22
03/15/19	Brazos Interface Annual Maintenance - IDOT - State of Illinois 03/01/2026 - 02/28/2027	1	\$1,804.89	\$1,804.89
03/15/19	eCommerce - Carfax Crash Sales - Maintenance 03/01/2026 - 02/28/2027	1	\$1,804.89	\$1,804.89
12/23/19	Server Hosting 03/01/2026 - 02/28/2027	1	\$8,490.98	\$8,490.98
03/15/19	Brazos Hosting Fee 03/01/2026 - 02/28/2027	1	\$1,180.78	\$1,180.78
03/15/19	Brazos Interface Annual Maintenance-Device Level Interface: New World Mobile 03/01/2026 - 02/28/2027	1	\$0.00	\$0.00
12/23/19	Site License - Maintenance 03/01/2026 - 02/28/2027	1	\$25,474.29	\$25,474.29
03/15/19	Brazos Records Management System Interface - Annual Maintenance 03/01/2026 - 02/28/2027	1	\$0.00	\$0.00
03/10/25	Interface: Enterprise Law Enforcement Records - Subscription 03/01/2026 - 02/28/2027	1	\$0.00	\$0.00
03/10/25	Development of Custom Workflow and Business Process 03/01/2026 - 02/28/2027	1	\$0.00	\$0.00

ATTENTION Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.	Subtotal	\$ 79,376.05
	Sales Tax	\$0.00
	Total	\$ 79,376.05

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police Dept.

CONTACT PERSON: Kalvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: \$79,376.05

SUGGESTED TITLE: Ordinance Authorizing Payment to Tyler Technologies in the amount not to exceed \$79,376.05 for Annual Maintenance Fees for the E-Crash/E-Citation Reporting Systems for Springfield Police Department

CONTRACTOR / VENDOR NAME: Tyler Technologies VENDOR NO: VC*5187

CONTRACT TERM: 3/1/2026-2/28/2027 Change in Scope Yes No

CONTRACT AMOUNT: \$79,376.05
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	112	POLC	POPR	1605	79,376.05
2						
3						
4						

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

Invoice #C1100-00250844

STAFF ANALYSIS

Ordinance Authorizing Payment to Tyler Tech for "Brazos" Hosting Fees, Records Management Interface, maintenance and all accompanying support systems for SPD E-Crash/E-Citations Reporting for Records.

FUNDS CHECK BY: C. Heingel

DIRECTOR / SUPERVISOR: [Signature]

CITY PURCHASING AGENT: [Signature]

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

Date: 02/23/2026

Date: 2/23/2026

Date: 2/23/2026

[Signature]
(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING SUBRECIPIENT AGREEMENT NO. 102601-2 WITH SOLID ROCK YOUTH TRANSITIONAL SERVICES AND PAYMENT IN THE AMOUNT OF \$550,000.00 PURSUANT TO ICJIA GRANT NO. 102601, FROM JULY 1, 2025 THROUGH JUNE 30, 2026, FOR THE SPRINGFIELD POLICE DEPARTMENT, FOR EMERGENCY PASSAGE

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, pursuant to ordinance 497-12-25 the City of Springfield, Springfield Police Department, accepted and authorized a supplemental appropriation of Illinois Criminal Justice Information Authority (ICJIA) Grant No. 102601 in the amount of \$2,902,213.00 for Co-Responder programs from July 1, 2025, through June 30, 2026; and

WHEREAS, it is necessary to authorize Subrecipient Agreement 102601-2 with Solid Rock Youth Transitional Services for use of ICJIA Grant No. 102601 funds in the amount of \$550,000.00; and

WHEREAS, a copy of Subrecipient Agreement 102601-1 with Solid Rock Youth Transitional Services shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes Subrecipient Agreement 102601-2 with Solid Rock Youth Transitional Services and authorizes payment of \$550,000.00 pursuant to funds received from Illinois Criminal Justice Information Authority (ICJIA) Grant No. 102601 for Co-Responder programs through June 30, 2026. The Mayor and City Clerk are authorized to execute the Agreement and any other necessary documents to effectuate this program on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay \$550,000.00 to Solid Rock Youth Transitional Services from account number 001-112-POLC-CORE-2110 pursuant to the terms and conditions of Subrecipient Agreement No. 102601-2.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-12-26

Office of Corporation Counsel / Date



**GRANT AGREEMENT
BETWEEN
City of Springfield
AND
Solid Rock Youth Transitional Services, Inc.**

The parties to this Grant Agreement (Agreement) are City of Springfield acting through the undersigned agency (Grantor) and **Solid Rock Youth Transitional Services, Inc.** (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

City of Springfield

Solid Rock Youth Transitional Services, Inc.

By: _____
Misty Buscher, Mayor, City of Springfield *MB*
Date: _____

By: _____
Ramona Metzger, Director,
Office of Budget and Management, City of Springfield
Date: _____

By: _____
Joseph Behl, Chief of Police, City of Springfield
Date: 7/5/26

DocuSigned by:
Marscia Anderson
By: _____
733C6E458885421
Marscia Anderson, President PST
Date: _____
signed by:
DTT
By: _____
72C5E4DA321E420
Danielle Taylor, Controller
Date: 3/5/2026 | 12:16 PST

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police Department

CONTACT PERSON: Kalvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

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

Emergency Passage allowing for Grant Funded activities and reimbursement to commence due to the delays in approvals from ICJIA on Co-Responder Grant #102601 subrecipients and contracts which end 6/30/2026

FISCAL IMPACT: \$550,000.00

SUGGESTED TITLE: Ordinance Authorizing Subrecipient Agreement No.102601-2 with Solid Rock YTS Pursuant to ICJIA Co-Responder Grant Agreement No.102601 in an amount Not to Exceed \$550,000.00 from July 1, 2025 through June 30,2026 for the Springfield Police Department

CONTRACTOR / VENDOR NAME: Solid Rock Youth Transitional Services VENDOR NO: VC*8184

CONTRACT TERM: 7/1/25-6/30/26 Change in Scope Yes No

CONTRACT AMOUNT: \$550,000.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	112	POLC	CORE	2110	550,000.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Grant Agreement #102601-4, Programmatic Risk Assessment

STAFF ANALYSIS

This ordinance provides the ability to fund reimbursements to Solid Rock YTS for expenses accrued during 7/1/2025-6/30/2025 as an active service partner in the ICJIA Co-Responder Grant with the Springfield Police Department. Overall Grant Agreement #102601 was approved under Ordinance #497-12-25

Signatures Needed:
-Page 2 of Grant Agreement #102601-4

FUNDS CHECK BY: C. Heinzl

DIRECTOR / SUPERVISOR: [Signature]

CITY PURCHASING AGENT: [Signature]

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

Date: 03/06/2026

Date: [Signature]

Date: 3/6/2026

[Signature]
(Director of OBM)

AN ORDINANCE ACCEPTING AND AUTHORIZING EXECUTION OF THE ILLINOIS LAW ENFORCEMENT TRAINING STANDARDS BOARD (ILETSB) GRANT NO. 20262011, WITH AXON ENTERPRISES, FOR LAW ENFORCEMENT CAMERAS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$643,704.50, FOR THE SPRINGFIELD POLICE DEPARTMENT FOR EMERGENCY PASSAGE

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

WHEREAS, the Illinois Law Enforcement Training and Standards Board (ILETSB) has approved a grant in the amount of \$643,704.50 to fund Body Worn Cameras and Supporting Technology, effective July 1, 2025, through June 30, 2030; and

WHEREAS, the Springfield Police Department wishes to accept this grant with Axon Enterprises; and

WHEREAS, a copy of the Grant Agreement shall be located in the Office of the City Clerk and identified as Grant No. 20262011; and

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in an amount not to exceed \$643,704.50 from funds received through this grant.

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

Section 1: That the City Council hereby accepts the Illinois Law Enforcement Training and Standards Board, Grant No. 20262011 with Axon Enterprises in an amount not to exceed \$643,704.50 to fund body worn cameras and supporting technologies, effective July 1, 2025, through June 30, 2030. The Mayor, City Clerk and other City officials are hereby authorized to execute any documents necessary to effectuate this grant on behalf of the City.

Section 2: That the City Council hereby authorizes a supplemental appropriation in the amount of \$643,704.50 for the Springfield Police Department as follows:

FROM REVENUE ACCT.	INTO EXPENDITURE ACCT.	AMOUNT
001-112-POLC-ILET-0163	001-112-POLC-ILET-1507	\$643,704.50

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

Section 4: That this ordinance shall become effective immediately after its passage, recording by the City Clerk, and publication in pamphlet form.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-12-26
Office of Corporation Counsel / Date



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Law Enforcement Training
AND
City of Springfield**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and **City of Springfield** (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

[Law Enforcement Training]

[City of Springfield]

By: _____
Signature of Keith Calloway, Executive Director
By: _____
Signature of Designee
Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Authorized Representative *GBM*
Date: _____
Printed Name: *Misty Buscher*
Printed Title: *Mayor, City of Springfield*
E-mail: _____

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: *5/6/26*
Printed Name: *Joseph Rehl*
Printed Title: *Chief of Police*
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

2026-143

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police Department

CONTACT PERSON: Kalvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

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

ILETSB Grant Agreement was awarded to SPD on 3/6/2026 and is requesting the signed agreement returned by 3/31/2026

FISCAL IMPACT: \$643,704.50

SUGGESTED TITLE: Ordinance Authorizing Acceptance and Execution of ILETSB Law Enforcement Camera Grant #20262011 and Authorizing Supplemental Appropriation in the amount of \$643,704.50 for the Springfield Police Department.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: 7/1/2025-6/30/2030 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	001	112	POLC	ILET	0163	643,704.50
2						
3						
4						

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	112	POLC	ILET	1507	643,704.50
2						
3						
4						

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

ILETSB Grant Agreement #20262011

STAFF ANALYSIS

ILETSB Law Enforcement Camera Grant #20262011. 7/1/2025-6/30/2030. Funding for Body Worn Cameras and supporting technology for the Springfield Police Department. Portions of these funds will be utilized in FY27, FY28, FY29, and FY30 in the expenses paid to Axon Enterprises.

FUNDS CHECK BY: C. Heingel
 DIRECTOR / SUPERVISOR: D.C. [Signature]
 CITY PURCHASING AGENT: _____
 SIGN OFF: [Signature]
(Mayor's Signature) GGM

Date: 03/06/2026
 Date: 3/6/26
 Date: 3/6/26
[Signature]
(Director of OBM)

The information supplied on this form is not confidential information.

2026-146

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A CONTRACTUAL AGREEMENT WITH FAMILY GUIDANCE CENTER THROUGH THE ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY (ICJIA) GRANT NO. 102601 IN THE AMOUNT OF \$300,000.00 FOR STABILIZATION AND TRANSITION SERVICES, FOR THE SPRINGFIELD POLICE DEPARTMENT, FOR EMERGENCY PASSAGE

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, pursuant to ordinance 497-12-25 the City of Springfield, Springfield Police Department, accepted and authorized a supplemental appropriation of Illinois Criminal Justice Information Authority (ICJIA) Grant No. 102601 in the amount of \$2,902,213.00 for the Co-Responder Program from July 1, 2025, through June 30, 2026; and

WHEREAS, Family Guidance Center is willing to provide 24-hour stabilization and transition services for adults 18 years and older through the ICJIA Grant No. 102601; and

WHEREAS, it is in the best interest of the City of Springfield to accept this contractual agreement from the Family Guidance Center; and

WHEREAS, a copy of the contractual agreement shall be located in the Office of the City Clerk and identified as Grant No. 102601; and

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

Section 1: That the City Council hereby accepts the contractual agreement with Family Guidance Center through the Illinois Criminal Justice Information Authority (ICJIA) Grant No. 102601 in the amount of \$300,000.00 for Stabilization and Transition Services from July 1, 2025, through June 30, 2026. The Mayor is hereby authorized to execute and the City Clerk to attest acceptance of Grant No. 102601 and any documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay \$300,000.00 to Family Guidance Center from account number 001-112-POLC-CORE-1232.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-12-26
Office of Corporation Counsel/Date



**GRANT AGREEMENT
BETWEEN
City of Springfield
AND
Family Guidance Centers, Inc.**

The parties to this Grant Agreement (Agreement) are City of Springfield acting through the undersigned agency (Grantor) and Family Guidance Centers, Inc. (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

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Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
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Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
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Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
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Article XVII	Conflict of Interest
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Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

City of Springfield

By: _____
Misty Buscher, Mayor, City of Springfield *MB*
Date: _____

By: _____
Ramona Metzger, Director,
Office of Budget and Management, City of Springfield
Date: _____

By: *Joseph Behl*
Joseph Behl, Chief of Police, City of Springfield
Date: *2/25/26*

Family Guidance Centers, Inc.

By: _____
Jim Hagesrad, CFO
Date: *2/25/26*

By: *Stacey L. Stottler*
Stacey Stottler, Administrator
Date: *2/25/2026*

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on 7/1/2025 and expires on 6/30/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed \$300,000, of which \$ _____ are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in PART TWO or PART THREE):

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is _____, the federal awarding agency is _____, and the Federal Award date is _____. If applicable, the Assistance Listing Program Title is _____ and Assistance Listing Number is _____. The Catalog of State Financial Assistance (CSFA) Number is _____ and the CSFA Name is _____. If applicable, the State Award Identification Number (SAIN) is _____.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and T8UBRNLZ8W73 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 36-2690275 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing

2026-147

business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non-Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | P = partnership |
| <input type="checkbox"/> Governmental Unit | C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or

otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this

Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within

forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been

submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD**

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in Exhibit E. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

**ARTICLE VI
BUDGET**

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs: Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention

period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. **Failure to Maintain Books and Records.** Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. **Required Periodic Financial Reports.** Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. **Financial Close-out Report.**

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU), or on Exhibit E pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

- (a) Grantee's CYEFR must cover the same period as the audited financial statements, if

required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

- (i) Pursuant to a funding failure under Paragraph 4.1;
- (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or
- (iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO or PART THREE.**

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

- (i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. **Effect of Reorganization.** This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

17.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. **Prohibited Payments.** Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

18.1. **Purchase of Equipment.** For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. **Prohibition against Disposition/Encumbrance.** Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this

Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Family Guidance Centers, Inc. – Springfield will offer Stabilization and Transition services for adults 18 years and older who are homeless or housing insecure, medically stable and who are experiencing a crisis that is impeding their ability to receive an immediate assessment for a level of care and/or initiation or sustainment of recovery from a substance use or a co-occurring disorder. Individuals may be in any stage of SUD recovery including pre-treatment and may be self-referrals, or triaged from SUD licensed treatment, law enforcement, jails, emergency rooms, mobile crisis teams, 988 calls, primary care, etc. The length of stay in this service is very short term and meant to stabilize the individual in order to assess, refer, triage and transition SUD or other needed services.

Admission shall be allowed 24 hours a day, seven days per week. One staff is required to be awake and on duty 24 hours a day, seven days per week. These staff must be certified as a National Certified Recovery Specialist (NCRS) or a Certified Peer Recovery Support Specialist (CPRS) or a Certified Recovery Support Specialist (CRSS). An exception may be requested for a staff person who does not have the certification referenced above. Any exception granted will be for a maximum of one year, during which the staff member must obtain the required certification.

A two-part screening has been identified by SUPR and distributed to the organizations for use. Part one of the screening must be completed to rule out the immediate need for medical intervention. Once the individual is stable, part two of the screening shall be administered to determine the need for a SUD assessment, psychiatric referral, medical referral, and referrals for identified needs related to the social determinates of health. The provider may use either of these social determinants of health screening tools: [The AHC Health-Related Social Needs Screening Tool \(cms.gov\)\(pdf\)](#) or [Short Patient \(Print\) Social Needs Screening Tool \(aalp.org\)\(pdf\)](#)

Staff are expected to ensure that basic hygienic, food and respite needs are addressed. During an anticipated average length of stay of 3-5 days, staff are also expected to assist with transition services that help address any other social determinants of health. Staff must also arrange for an ASAM assessment that must be conducted by a professional staff working in another of the organization's licensed treatment services to determine or rule out a SUD diagnosis and make appropriate referrals.

Family Guidance Center will designate a staff member to attend monthly meetings with the Springfield Police Department in order to communicate progress, provide updates, and assist with possible training needs.

Family Guidance Center will, upon Springfield Police Department request, design and present training/educational materials/technical assistance and support with regard to substance use disorder treatment and diagnosis.

Family Guidance Center will, upon Springfield Police Department request, designate a clinical staff member to ride with a Police Officer to provide support.

Billing rates

The Stabilization and Transition Services daily rate will be set at \$255.13 per day. This rate includes a 10% cost-rate to cover administrative fees associated with the utilization of the STS rooms. This rate will allow for Family Guidance Center to designate a minimum of 4 beds to the Springfield Police Department Co-Responder Grant for one calendar year.

Family Guidance Centers will follow Springfield Police Department protocol for the timely submission of invoices/billing statements.

EXHIBIT B

DELIVERABLES OR MILESTONES

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

GRANTEE CONTACT

Name: Andrew Dodd

Name: Jim Hagestad

Title: Deputy Chief of Police

Title: Chief Fiscal Officer

Address: 300 S. 7th Street Springfield, IL 62701

Address: 2618 Patriot Blvd.

Glenview, IL 60026

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

GRANTEE CONTACT

Name: Bianca Clark

Name: Stacey Stottler

Title: Grant Coordinator

Title: Administrator

Address: 300 S. 7th Street Springfield, IL 62701

Address: 120 North 11th Street, Springfield, IL 62703

Phone: 815-690-4885

Phone: 217-544-9858

TTY#: _____

TTY #: _____

E-mail Address: Bianca.Clark@springfield.il.us

E-mail Address: sstottler@fgcinc.org

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, Grantor has the following additional requirements for its Grantee:

23. Definitions

“Youth” means an individual under 18 years of age.

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

25. Commencement of Performance.

25.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

25.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.

25.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

26. Budget Changes. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at \$50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.

27. Reporting and Evaluation Requirements.

27.1. Grantee shall submit the following reports to the Grantor:

- Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. and
- Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

27.2. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15
December 31	January 15
March 31	April 15
June 30	July 15

28. Timekeeping.

28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:

- A. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records must:
 - 1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
 - 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
 - 3. be prepared at least monthly and coincide with one or more pay periods;
 - 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
 - 5. be supplemented with daily attendance timesheets.

- B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
 - 1. include an after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
 - 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
 - 3. be supplemented with daily attendance timesheets.

28.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.

28.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.

28.4. Grantee shall maintain a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours. The Quarterly Time Keeping Certification should be made available to Grantor upon request.

29. Closeout requirements. Within 30 days of the expiration date of this Agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.

30. Procurement Requirements and Requests for Proposals.

30.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and 2 CFR 200.318 - 327.

30.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process per 30 ILCS 500/20-20.

- For procurements of \$100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Grantee must utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

30.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.

30.4. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

31. Subcontracting.

31.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.

31.2. Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines. This includes a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, Sole Source Justification form, if applicable, disclosure of any Conflicts of Interest to Grantor and any other related documents requested by Grantor.

31.3. Costs under any subcontract shall only be allowed back to the date of the complete submission of the documents described in this Article except for those subcontractors approved under Article XIV or an exception under Grantor exception policy.

31.3. Approval of the use of subcontractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

32. Subawards.

32.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.

32.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.

- 32.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and periodic financial reports to Grantee.
- 32.4 As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.
- 32.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement.
- 32.6 Grantee will ensure that all subawardees have an active Unique entity Identifier (UEI); have a Federal Employer ID (FEIN); are in good standing with the Illinois Secretary of State; are not on the Illinois Stop Payment List; are not on the SAM.gov Exclusion list; and are not on the Illinois Medicaid Sanctions List.
- 32.7 Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.
- 32.8 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.
- 32.9 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.
- 32.10 Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.
- 32.11 Grantee will make fiscal and programmatic technical assistance available to all subawards.
- 32.12 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.
- 32.13 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.
- 32.14 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.
33. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.
34. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip.

Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs. This section applies to costs for both staff and participants.

35. Copyrights and Patents.

35.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

35.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.

36. Management and Disposition of Equipment and Commodities.

36.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.

36.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.

36.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

36.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;
- C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

37. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the

purposes and under the conditions applicable to the use of grant funds. Program income may be used by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

38. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements prior to receiving grant funds:

- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
- (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
- (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
- (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
- (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
- (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
- (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. 2 CFR 200.302.
- (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

Upon request, Grantor may allow Grantee to receive funds without meeting the above requirements. Such exception shall be granted in writing and Grantee shall be given no more than six (6) months after the exception to meet all requirements of this section.

39. Publications.

39.1. In addition to the requirements of Part I, Article XIX Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

39.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

39.3. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

39.4. All publications shall supplement the language required by Part I, Article XIX with the following statement:

"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

39.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

39.6. Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

40. Reporting Grant Irregularities.

40.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of Grant Funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

40.2. Grantee shall inform any sub-recipient of Grantor's Grant Funds that the sub-recipient is similarly obligated to report irregularities.

40.3. Failure to report known irregularities can result in suspension of the Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.

40.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

40.5. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

40.6. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.

40.7. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to Grantor at:

City of Springfield
300 S 7th Street
Springfield, IL 62701
Bianca.Clark@springfield.il.us

And ICJIA at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

41. Reporting Potential Fraud, Waste, or Similar Misconduct.

41.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

41.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

City of Springfield
300 S 7th Street
Springfield, IL 62701
Bianca.Clark@springfield.il.us

And ICJIA at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

42. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

43. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

44. Safeguarding Constitutional Protections Related to Religion

44.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program

shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

44.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

45. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

a. In accepting this award, Grantee –

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

b. If Grantee makes subawards or contracts under this award –

i. It represents that –

1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

ii. It certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

46. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.
47. Project Monitoring and Evaluation.
- 47.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.
- 47.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.
- 47.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.
48. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.
49. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.
50. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

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PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

51. **Pre-Award Costs.** Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

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Deliverables

Family Guidance Centers, Inc. / Co-Responder Grant

1. Proposal

- a. Family Guidance Centers, Inc. – Springfield will offer Stabilization and Transition services for adults 18 years and older who are homeless or housing insecure, medically stable and who are experiencing a crisis that is impeding their ability to receive an immediate assessment for a level of care and/or initiation or sustainment of recovery from a substance use or a co-occurring disorder. Individuals may be in any stage of SUD recovery including pre-treatment and may be self-referrals, or triaged from SUD licensed treatment, law enforcement, jails, emergency rooms, mobile crisis teams, 988 calls, primary care, etc. The length of stay in this service is very short term and meant to stabilize the individual in order to assess, refer, triage and transition SUD or other needed services.
- b. Admission shall be allowed 24 hours a day, seven days per week. One staff is required to be awake and on duty 24 hours a day, seven days per week. These staff must be certified as a National Certified Recovery Specialist (NCRS) or a Certified Peer Recovery Support Specialist (CPRS) or a Certified Recovery Support Specialist (CRSS). An exception may be requested for a staff person who does not have the certification referenced above. Any exception granted will be for a maximum of one year, during which the staff member must obtain the required certification.
- c. A two-part screening has been identified by SUPR and distributed to the organizations for use. Part one of the screening must be completed to rule out the immediate need for medical intervention. Once the individual is stable, part two of the screening shall be administered to determine the need for a SUD assessment, psychiatric referral, medical referral, and referrals for identified needs related to the social determinates of health. The provider may use either of these social determinants of health screening tools: [The AHC Health-Related Social Needs Screening Tool \(cms.gov\)\(pdf\)](#) or [Short Patient \(Print\) Social Needs Screening Tool \(aafp.org\)\(pdf\)](#)
- d. Staff are expected to ensure that basic hygienic, food and respite needs are addressed. During an anticipated average length of stay of 3-5 days, staff are also expected to assist with transition services that help address any other social determinants of health. Staff must also arrange for an ASAM assessment that must be conducted by a professional staff working in another of the organization's licensed treatment services to determine or rule out a SUD diagnosis and make appropriate referrals.

- e. Family Guidance Center will designate a staff member to attend monthly meetings with the Springfield Police Department in order to communicate progress, provide updates, and assist with possible training needs.
 - f. Family Guidance Center will, upon Springfield Police Department request, design and present training/educational materials/technical assistance and support with regard to substance use disorder treatment and diagnosis.
 - g. Family Guidance Center will, upon Springfield Police Department request, designate a clinical staff member to ride with a Police Officer to provide support.
2. Billing rates
- a. The Stabilization and Transition Services daily rate will be set at \$255.13 per day. This rate includes a 10% cost-rate to cover administrative fees associated with the utilization of the STS rooms. This rate will allow for Family Guidance Center to designate a minimum of 4 beds to the Springfield Police Department Co-Responder Grant for one calendar year.
 - b. Family Guidance Centers will follow Springfield Police Department protocol for the timely submission of invoices/billing statements.

Subrecipient/Contractor Determination Checklist

When determining whether an outside entity receiving federal or state award funds from a Grantee is a subrecipient or a contractor, the legal document executed between the outside entity and the Grantee is not the driving determinant. The substance of the activity that has been contracted or subawarded will be the major factor considered. If **program activities** are delegated to another entity that delegation will generally be considered a subaward. On the other hand, if **goods or services** are purchased or procured from another entity for the Grantee's own use, that activity will generally be considered a contract. See 2 C.F.R. § 200.330.

DEFINITIONS

Contract means a legal instrument by which an entity purchases property or services needed to carry out the project or program under a Federal or state award. The term as used in this part does not include a legal instrument, even if the entity considers it a contract, when the substance of the transaction meets the definition of a subaward.

Contractor means an entity that receives a contract.

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal or state award received by the pass-through entity. It does not include payments to an individual that is a program beneficiary. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means an entity that receives a subaward from a pass-through entity to carry out part of a Federal or state program; but does not include an individual that is a beneficiary of such program.

ENTITY NAME: Family Guidance Center - Springfield

INSTRUCTIONS: Verify each statement by checking "YES" or "NO" to determine an organization's proper classification.

Subrecipient:

YES **NO**

The outside entity determines if a program participant is eligible to receive assistance. For example, an organization that identifies mentors and mentees under a mentoring program is determining program participant eligibility and would likely be considered a subrecipient. Conversely, a subcontractor provides services to clients in a program after eligibility has been determined by the Grantee.

The Grantee measures the outside entity's performance to determine whether the Grantee's program objectives are being met. The outside entity may provide the Grantee with programmatic or progress reports to confirm compliance with program requirements. The Grantee may rely upon the outside entity's data to submit its own performance data to ICJIA.

The outside entity has responsibility for programmatic decision making.
 If the outside entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided, then the entity is likely a subrecipient. For example, the Grantee funds the outside entity to develop a program and the entity uses its own judgment, discretion, and expertise to develop all or part of the program.

The outside entity is responsible for adherence to program requirements specified in the award.

The outside entity uses funds to carry out a program for a public purpose as opposed to providing goods or services for the benefit of the Grantee.

"YES" responses are indicators of a subrecipient relationship; however, not every subrecipient will have all commonly held characteristics.

Contractor:

YES NO

It is the outside entity's normal business practice to provide the goods or services being purchased in the agreement.

The outside entity provides similar goods or services to many different purchasers.

The outside entity normally operates in a competitive environment. For example, the entity's price is a factor in the selection process and/or the entity derives a profit from the agreement.

The outside entity provides goods or services for the Grantee's own use that are ancillary to the operation of the program. Examples include, but are not limited to: office equipment, supplies, software licenses, reference books, cell phones, internet services, website hosting, copying/printing, and lodging.

The outside entity is not subject to program compliance requirements. The scope of the agreement is per the Grantee's terms and not grant program guidance.

"YES" responses are indicators of a contractor relationship; however, not every contractor will have all commonly held characteristics.

FINAL JUSTIFICATION OF DETERMINATION:

Subrecipient Contractor

If unclear using the characteristics listed above, provide a written justification for the final determination of either a subrecipient or contractor relationship.

Prepared by: Kalvin Gaskill 
Title: Fiscal Officer Date: 2/3/25

Program Agency: Springfield Police Department
Agreement Number: 102601

FOR ICJIA USE ONLY

Approved Denied Need More Information

Comments:

By: _____ Date: _____

2025.1.6.7



SOLE SOURCE JUSTIFICATION

Non-competitive procurement

1) What are the services or items that will be contracted for and how do these services or items fit into your agency's program?

Family Guidance Centers, Inc. – Springfield (FGC) will designate a minimum of 4 beds (for one calendar year) to the Springfield Police Department Co-Responder Program. They will offer Stabilization and Transition services to Co-Responder referrals who are 18 years and older who are homeless or housing insecure, medically unstable and who are experiencing a crisis that is impeding their ability to receive an immediate assessment for a level of care and/or initiation or sustainment of recovery from a substance use or a co-occurring disorder (SUD). Individuals may be in any stage of SUD recovery and the length of stay in this service is very short term and meant to stabilize the individual in order to assess, refer, triage and transition SUD or other needed services.

By contracting with FGC, they will assist the Springfield Police Department with their program's mission which targets the homeless population in Springfield, IL. and connects individuals to community resources that need assistance with mental health, substance abuse, housing, healthcare, and/or crime victimization. Often times, individuals identified by the program don't fit into one "bucket" and are in need of multiple resources. FGC will provide short-term help to these individuals who are experiencing crises, giving them time to connect them to the appropriate resources and potentially diverting them from entering into the legal system.

FGC will also, upon Springfield Police Department request, design and present training/educational materials/technical assistance and support with regard to substance use disorder treatment and diagnosis.

2) Explain the necessity to make a non-competitive, sole-source procurement by answering the following:

a) What is the expertise and experience of the contractor?

FGC provides a broad range of recovery-oriented, person-centered outpatient services to treat adult men and women with mental health conditions, with or without co-occurring substance use disorder. Licensed psychologists, masters' level licensed counselors, and social workers provide mental health counseling services to patients. With over 25 years of experience and multiple locations across the state, FGC provides a full continuum of care for substance use disorder, from prevention and harm reduction to treatment and recovery support.

b) What are the unique qualities of this contractor and why are those qualities necessary for the program?

FGC offers a diverse range of evidence-based substance use and mental health services, including all three medications approved to treat Opioid Use Disorder (OUD). These medications (buprenorphine, methadone, naltrexone) are essential to treat OUD because it significantly reduces cravings, withdrawal, and overdose risk, which makes them crucial for sustained recovery. According to the Illinois Department of Public Health's 2023 Opioid Overdose Report, Sangamon County (Springfield) had 64 fatalities or 33.1 per 100,000 Capita, which was the 3rd highest Opioid Fatality Rate in the state. Unfortunately, many treatment programs do not offer these types of medications. According to the National Institute of Health (NIH), among existing substance use disorders treatment programs, 36% offer only one of these medications to treat OUD, and only 6% offer access to all three medications. Even opioid treatment programs, which are explicitly dedicated to the treatment of OUD, do not have access to all three forms of medication treatment. Contracting with FGC would be crucial to the Co-Responder Program as it gives referrals suffering from OUD access to these medications.

FGC is accredited by The Joint Commission, licensed by the Illinois Department of Human Services Division of Substance Use Prevention and Recovery (IDHS/SUPR) and certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). When a treatment program is accredited by The Joint Commission, it has gone through a comprehensive evaluation that includes onsite inspections, reviews of patient care protocols, and adherence to best practices in treatment. FGC also received the SAMHSA certification, which is important to a treatment program because it validates its quality, ensures federal compliance, and guides patient care through standards. By receiving these accreditations, it serves as an assurance that FGC adheres to a rigorous standard of care, safety, and quality.

Admission for Co-Responder referrals shall be allowed 24 hours a day, seven days per week. A FGC staff member is required to be awake and on duty 24 hours a day, seven days per week. These staff members must be certified as a National Certified Recovery Specialist (NCRS) or a Certified Peer Recovery Support Specialist (CPRS) or a Certified Recovery Support Specialist (CRSS) unless otherwise requested. 24-hour admission to a treatment program is very important to the Co-Responder program because it allows for immediate care and stabilization of individuals in behavioral health crises. Crises can occur at any time and with FGC's availability, it ensures there is a place for Co-Responder referrals regardless of the time of day.

- c) Does the contractor have special management abilities that would benefit the program? If yes, what are these special management abilities?

FGC is an innovative leader in their industry when it comes to connecting treatment services to the community. They are the first center in Illinois to operate a mobile medication unit approved to carry methadone on a van, as well as the statewide 24/7 immediate access helpline that connects callers to a physician for opioid and alcohol use disorder medications. Through these programs, they continue to demonstrate that high quality medication assisted recovery services can be provided safely, effectively, and equitably on a large scale.

- d) How would the contractor be responsive to the needs of the program?

FGC will designate a staff member to attend monthly meetings with the Springfield Police Department and their Co-Responder team in order to communicate their progress, provide updates, and assist with possible training needs.

- e) Does the contractor have knowledge of the program? If yes, how is this a benefit to the program?

FGC is aware of the Co-Responder program. Knowledge about the program is a benefit for both the SPD and FGC. Since FGC is a direct link to mental health/substance use resources, the path to treatment is streamlined resulting in faster and better patient intake and reducing missed connections to services.

- f) Is this the ONLY contractor that can supply these kinds of services or items?

If YES, how did your agency determine that this is the only contractor that can supply them?

If NO, how did your agency find out about these other contractors? Why is your agency proposing to use a non-competitive, sole-source procurement when other contractors are available?

The Springfield Police Department According to the City of Springfield's Code of Ordinances regarding Purchasing and Contracts, specifically Professional Services, contracts for services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important role shall not be subject to sealed competitive bidding. By proposing a non-competitive, sole source procurement of the contract with FGC, we are adhering to City Code.

- 3) If applicable, explain any time constraints that would be involved in a competitive procurement by answering the following:

- a) When does your agency want to start this service or purchase these items and why is this date important?
 We are requesting the contract with FGC to start as soon as their agreement with the City of Springfield is approved through City Council. In order for a sole source contract agreement (in excess of \$50,000) to be executed with the City of Springfield, it must be presented as a City Ordinance to City Council. The contract agreement will be submitted and incorporated into the First Reading of Ordinances and will be voted on by City Council and depending on the vote, may be removed or reconsidered, or approved. Regardless of vote, it is moved to the Consent Agenda and is, if approved, executed at the next City Council meeting. It could potentially take several weeks to approve the agreement when following city processes. The Co-Responder's program period is for July 1st, 2025 thru June 30th, 2026 and the agreement with the City of Springfield and ICJIA was executed in December 2025. Since both the agreement with ICJIA has been approved and the project period has already started, it is important to the Co-Responder program that the agreement with FGC is reviewed and approved by ICJIA as soon as possible.
- b) Will the program be affected if the start date or purchase is delayed to allow for a competitive procurement? If yes, how will the program be affected?
 The Co-Responder Program could potentially be affected if Co-Responder partners (subawardees) do not have available space for the referrals. This could result in referrals going back to the streets of Springfield, withdrawal, and/or them entering the legal system.
- c) How long would it take another contractor to reach the same level of competence as this contractor?
 The City of Springfield would have to first set up a meeting with another treatment center to determine if they will have the available space and staff to offer the same services and get them up to speed about the details of the Co-Responder program. Depending on the other contractor's resources (space and staff), it could potentially take several months to set up.
- d) Are there financial implications if the start date or purchase is delayed for a competitive procurement? If yes, what are the financial implications?
- e) When did your agency begin the search for a contractor for these services? Why didn't your agency begin the search earlier to allow for a competitive bid?


4) Are there any other factors that support the sole source procurement?

If yes, describe these other factors.

I, Kalvin Gaskill , certify that this sole source procurement is in the best interest of the program and that the above statements, to the best of my knowledge, are true and accurate.

 Springfield Police Department
 Program Agency

 102601
 Grant Number


Signature and Title of Authorized Representative

2/3/25
Date



SOLE SOURCE JUSTIFICATION INSTRUCTIONS

- A Sole Source Checklist must be completed for any purchase of services that does not involve a competitive process.
 - o A competitive process at the minimum is soliciting at least three bids for vendors.
- The grantee should draft the answers to this document from their point of view in justifying their choice not to competitively bid this purchase out.
- The grantee should answer all questions and their subparts.
 - o If a question does not apply then does not apply is an appropriate answer.
- All answers to Yes or No questions should begin with either Yes or No.

0000237.2

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police Department

CONTACT PERSON: Kalvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

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

Emergency Passage allowing for Grant Funded activities and reimbursement to commence due to the delays in approvals from ICJIA on Co-Responder Grant #102601 subrecipients and contracts which end 6/30/2026

FISCAL IMPACT: 300,000.00

SUGGESTED TITLE: Ordinance Authorizing Contractual Agreement with Family Guidance Center in an amount not to exceed \$300,000.00 for Stabilization and Transition Services through ICJIA CoResponder Grant #102601 for the Springfield Police Department

CONTRACTOR / VENDOR NAME: Family Guidance Center VENDOR NO: _____

CONTRACT TERM: 7/1/2025-6/30/2026 Change in Scope Yes No

CONTRACT AMOUNT: \$300,000.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

Low Bid

Low Bid Meeting Specs

Low Evaluated Bid

Other: Grant Funded

Exception: _____

Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

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

REVENUE						
	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE						
	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	CORE	1232	300,000.00
2						
3						
4						

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

Uniform Grant Agreement, Deliverables Acknowledgement, ICJIA Contracting Determination/Justification

STAFF ANALYSIS

Ordinance Authorizing Contractual Agreement with Family Guidance Center through ICJIA Co-Responder Grant #102601 to provide 24 hour Stabilization and Transition services for adults 18 years and older who are homeless or housing insecure, medically stable and who are experiencing a crisis that is impeding their ability to receive an immediate assessment for a level of care and/or initiation or sustainment of recovery from a substance use or a co-occurring disorder.

FUNDS CHECK BY: C. Heingel

Date: 02/25/2026

DIRECTOR / SUPERVISOR: [Signature]

Date: 2/25/26

CITY PURCHASING AGENT: [Signature]

Date: 2-25-2026

SIGN OFF: _____
(Mayor's Signature) GM

_____ 2/26/26
(Director of OBM)

The information supplied on this form is not confidential information.

2026-147