

ORDINANCE NO. 2026-O-____

AN ORDINANCE AMENDING THE RATES OF PAYMENT FOR VARIOUS
EMPLOYEES OF THE CITY OF MARSHALL, ILLINOIS FOR THE FISCAL YEAR
COMMENCING ON THE 1ST DAY OF MAY 2026, AND ENDING ON THE 30TH
DAY OF APRIL 2027

BE IT ORDAINED by the City Council of the City of Marshall, Clark County, Illinois;

Section 1. The rates of pay for the current hourly employees in the following
classifications in the following department shall be the base rate as listed below:

<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>BASE RATE PER HOUR</u>
Utilities Secretary		\$29.86
Full Time Office		\$29.86
Police Secretary		\$29.86
Part Time Office		\$20.19
Part Time Garage		\$20.19

Entry level for the above listed positions shall be at 80% of the above pay unless a higher
per hour starting pay is approved by the City Council.

Section 2. The annual rate of pay for the following salaried employees shall be as
follows:

<u>EMPLOYEE</u>	<u>RATE OF PAY</u>
Director of Public Works	\$125,145.53
Superintendent of Public Works	\$94,264.39
Superintendent of Technology	\$94,264.39
Office Manager	\$95,709.53
Chief of Police	\$94,264.39
City Attorney	\$52,897.12

Entry level for the above listed positions shall be at 80% of the above pay unless a higher
annual starting salary is approved by the City Council.

Section 3. Effective May 1, 2022 the longevity pay will be applied to the employees base rate of pay. The yearly longevity will be \$0.07 per year per years of service. The years of service will be adjusted yearly on May 1st and years of service credit will be calculated as of May 1st.

Effective May 1, 2023 Supervisors shall receive \$100 a work week as compensation for each week (seven days) of on-call. The Supervisor will be compensated for a minimum of three (3) hours work or for all hours actually worked outside their regularly schedule hours of work, whichever is greater, at one and one-half (1 ½) times the regular straight time hourly rate of pay.

Section 4. That this Ordinance shall be effective

AYES

NAYS

ABSENT

Michael Smitley
Warren LeFever
Jarod Green
Logan Swalls
Bob Nelson
Foster Propst
Greg King
Karl Ellshoff

APPROVED

MAYOR

ATTESTED and filed in my office
On April 13, 2026

CITY CLERK

(SEAL)

AGREEMENT
BETWEEN
CITY OF MARSHALL, ILLINOIS
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 841

Effective 5/1/2026 through 4/30/2029

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PREAMBLE

This Contract is entered into by the City of Marshall, an Illinois Municipal Corporation, hereinafter referred to as the Employer and the International Union of Operating Engineers, Local 841, hereinafter referred to as the Union.

The purpose of the Contract is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment and to prevent as well as to adjust misunderstandings and grievances relating to employee wages, hours and working conditions.

In consideration of the mutual promises, covenants and Contract contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I

RECOGNITION

Section 1 – Unit Description: The Employer hereby recognizes the Union as the sole and exclusive Collective Bargaining Representative for the purpose of collective bargaining for all full and regular part-time employees in the following classification: Journeyman Lineman, Lineman Apprentice, Elect Power Plant Operator, Power Plant Apprentice, Gas Operator, Gas Apprentice, Mechanic, Meter Reader, Street & Alley Operator, Sewer Operator W/ Il Class 4, Sewer Apprentice, Water Operator W/ Il Class C, Water Apprentice, & Grounds Maintenance; and excluding all supervisory, managerial, confidential and short-term employees and all others excluded by the Illinois Public Labor Relations Act as certified in Case No. S-RC-94-100.

Section 2 – Short-Term Employees: The Employer may continue to utilize the services of short-term (an employee who works less than six (6) months in a twelve (12) month period) and

part-time (an employee who generally less than thirty (30) hours in a payroll week) employees to perform bargaining unit work.

ARTICLE II

CLASSIFICATIONS

Section 1 – New Classifications: The Employer shall notify the Union of its decision to implement any new classifications pertaining to work of a nature performed by employees in the bargaining unit.

If the new classification contains a significant part of the work now being performed by any of the classifications covered by this Agreement, and the Union notifies the Employer of a desire to meet within five (5) working days of its receipt of the employer's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to the inclusion or exclusion from the unit, the Employer shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois State Labor Relations Board.

If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate for a period of up to thirty (30) days as to the proper pay rate for the classification, with the Employer free to assign a temporary rate pending resolution of negotiations. Any wage adjustment as a result of these negotiations shall be retroactive to the date the position was included in the bargaining unit. Article VI (no strike – no lockout) shall continue in effect during these negotiations.

ARTICLE III

NON-DISCRIMINATION

Section 1 – Americans with Disabilities Act: Notwithstanding any other provisions of this Agreement, the Employer may take all actions necessary to comply with the Americans with Disabilities Act. Any alleged violation of the Section shall not be subject to the grievance and arbitration provision of this Agreement.

ARTICLE IV

MANAGEMENT RIGHTS

Subject to the express provisions of this Agreement, the Employer retains the sole and exclusive right and authority to manage the operations of the Employer, determine its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including but not limited to the right to hire, promote, demote, transfer, allocate, train, evaluate, assign and direct employees; to establish the number and classification of positions; to discipline, suspend and discharge; to layoff or relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; prepare, issue and enforce safety regulations necessary for the safe operation of the City; to determine the departments, divisions and sections and work to be performed by employees therein; to determine quality; to determine the qualifications required for each job and competence and qualifications of each employee; to determine the number of hours of work and shifts per work week, if any; to schedule and assign work, including overtime; to establish and change work schedules and assignments; to subcontract or contract out for goods and services; to introduce new methods of operations; to eliminate, relocate, or transfer work; and to maintain efficiency in each department is vested exclusively in the Employer, provided the exercise of such rights by management do not conflict with the express provision of this Agreement. Any issue which neither addresses nor abridges the provisions contained in this Agreement is the exclusive right and province of the Employer, including those rights that are granted by Statute.

It is understood and agreed that any of the rights, powers or authority the Employer has prior to the signing of this Agreement, are retained by the Employer except those specifically abridged, granted or modified by this Agreement.

ARTICLE V

SUBCONTRACTING

Section 1 – General Policy: It is the policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, efficiency, improved work product, or emergency.

Section 2 – Notice and Discussion: Except when an emergency situation exists, before the Employer changes its policies involving the overall subcontracting of work in a general area where such policy change will result in the layoff of one (1) or more bargaining unit employees, the Employer will notify the Union at least twenty (20) calendar days before it implements such subcontracting and will offer the Union an opportunity to meet and discuss the Employer's subcontracting decision and its effect on bargaining unit employees before any bargaining unit employee is laid off (i.e., removed from the payroll as a direct result of the contracting out). These discussions will not be used, however, to delay the subcontracting or layoff, provided that the Employer gives the 20-day notice in a timely manner. Such discussions may include, among other items, the relative economic costs and effects of such action upon bargaining unit employees who may be laid off as a result of such subcontracting.

ARTICLE VI

NO STRIKE/NO LOCKOUT

Section 1 – No Strike-No Lockout Commitment: Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any strike, sympathy strike, work stoppage, slow down, sit down, refusal to perform overtime, mass absenteeism, picketing or other concerted interference, with the full, faithful and proper performance of the duties of employment with the Employer or interruption or disruption of the operations of the Employer during the term of this Agreement. Failure to cross a picket line by whomever

established, is concerted action and subject to the penalties of Section 3, if refusal to cross such picket line interferes with the full, faithful and proper performance of the employee's job duties or interrupts or disrupts the operations of the Employer.

Section 2 – Resumption of Operations: In the event of action prohibited by Section 1 above, the Union, as soon as notified, shall disavow such action and instruct the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

Section 3 – Discipline of Strikers: Any employee who violates the provision of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provision of the grievance procedure, except the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 4 – No Lockout: The Employer agrees not to lockout the employees as a result of a labor dispute with the Union during the term of this Agreement.

Section 5 – Judicial Restraint: Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE VII

UNION BUSINESS AND DUES DEDUCTIONS

Section 1 – Union Access to Employer Premises: The Business Manager and/or Assistant Business Manager of the Union shall normally have access to the non-working premises of the Employer to help resolve disputes arising under this Agreement. Such representative may visit the employees during their non-working time if such activity does not interrupt or interfere with the Employer's operations or disturb the work of employees who may otherwise be working, provided the Business Manager and/or Assistant has provided the Director of Public Works or

his designee advance notice and the Director agrees. If the Business Manager and/or Assistant provides a minimum of four (4) hours advance notice of his desire to meet with an employee in advance of a grievance or disciplinary meeting with the Employer and the Director determines that it will not interfere with the Employer's operation, with the approval of the Director, the Business Manager and/or Assistant may be allowed up to thirty (30) minutes to visit with the affected employee during the employee's working hours without loss of pay.

Section 2 – Union Business: There will be no Union activity or business conducted by employees during their working hours except as provided in Article X, Section 2. Unpaid release time will be granted to employees for the investigation, preparation or processing of a grievance if the Employer determines that it will not interfere with the normal operations of the Employer.

Section 3 – Designation of Stewards: The Union will notify the Employer in writing of the designation of any employees as Union representatives and of any changes in such designations.

Section 4 – Dues Deduction: During the term of this Agreement, the Employer shall deduct monthly from the pay of each bargaining unit employee from whom it has received a written, voluntary authorization to do so, the amount certified by the Union to be the amount required for payment of monthly membership dues and remit the sums deducted to the Union within twenty-five (25) days after deductions are made. The actual dues amount deducted, as determined by the Union, shall be uniform in dollar amount for each employee. The Union may change the fixed uniform dollar amount which will be considered the regular monthly dues no more than once each year. The Union will give the Employer twenty-five (25) days' notice of any such change in the amount of uniform dues to be deducted.

In all cases where individual members of the Union indicate their desire in writing to the Employer, with a copy of same to the Union, the Employer shall collect or check-off any Working Dues and remit same to the Union. It is further agreed that should the Working Dues be changed by proper action of the Union, then said change shall apply to the employees covered by this Agreement at that date.

Section 5 – Fair Share Deductions: **NOTE : All previous agreements between the union (IOUE Local,841) and the City of Marshall contained “fair share” language in Article VII Section 5 and 8 of this Agreement. The U.S. Supreme Court ruled public sector fair share fees to be unconstitutional in the case Jaus vs. APSCME Council 31. If fair share agreements are made legal by court decision or law during the life of this Agreement, the previous share language from Article VII Sections 5-8 of our Agreement expiring 4/30/2022 shall be added to this Agreement and be effective immediately.

Section 6 – Termination of Deduction: The Employer shall be relieved from making the above deductions upon termination of employment, transfer from the bargaining unit, revocation of the authorization; and, the Employer shall not be obligated to deduct dues from an employee’s pay during any month in which the employee’s pay is less than the amount to be deducted. The Union agrees to refund to the Employee any amounts paid to the Union in error.

Section 7 – Indemnification: The only obligation of the Employer is to deduct and remit the certified amount to the Union. The Employer shall bear no obligation or liability to the Union or any employee for any mistakes made in compliance with said obligation. The Union shall indemnify, defend and hold harmless the Employer, its officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or any other forms of liability that shall arise out of or by reason of any action by the Employer for the purpose of complying

with this Article VII or in reliance upon any list, form, notice, certification, or assignment furnished pursuant to the provision hereof.

ARTICLE VIII

PERSONNEL FILES

Section 1 – Personnel Files: The Employer shall keep a central personnel file for each employee.

Section 2 – Inspection: Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- A. Such inspection shall occur during daytime working hours, Monday through Friday, upon reasonable request (review shall occur within seven (7) calendar days of request), no more than two (2) times per year;
- B. 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 payment for the cost of copying;
- C. 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, such 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;
- D. Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, and other confidential information, shall not be subject to inspection or copying.

Section 3 – Notification: Employees shall be given immediate notice by the Employer when formal, written discipline is permanently placed in their personnel file.

Section 4 – Review: The provisions of this Article shall be in lieu of the Personnel Records Review Act, 820 ILCS 40/10.01 et. seq.

ARTICLE IX

DISCIPLINE AND DISCHARGE

Section 1 – Discipline and Discharge: The parties recognize the tenets of progressive and corrective discipline with regard to minor offenses. For other offenses, appropriate action may require suspension or discharge without prior warnings. Giving consideration to the severity of the infraction, disciplinary action may include, but shall not be limited to the following:

1. Oral reprimand;
2. Written reprimand;
3. Suspension (notice to be given in writing);
4. Discharge.

The Employer may, in its sole discretion, initiate disciplinary probation as a condition of continued employment. The City shall not discipline or discharge any post-probationary employee for an arbitrary or capricious reason. The City further agrees that disciplinary action shall be imposed within a reasonable period of time, which shall normally be defined as within thirty (30) days after the City becomes aware of conduct that violates City rules or, if an investigation is necessary, within thirty (30) days after the City has an opportunity to investigate said conduct and concludes the investigation. The above timeframe shall not apply if the conduct is the subject of a pending traffic or criminal matter. Further, employees are required to report to the City any arrests, convictions or traffic tickets within twenty-four (24) hours. If the Employer has reason to reprimand an employee, the Supervisor shall attempt to do so in a manner that will not embarrass the employee before other employees in public.

Section 2 – Limitations: The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which

fits the severity of the offense. The Employer shall notify both the employee and the Union of a suspension or discharge. Such notification shall be in writing.

Section 3 – Use of Discipline: Oral reprimands that are more than one (1) year old shall not be used for progressive discipline purposes provided the employee has received no additional discipline. Written reprimands and suspensions of up to five (5) days that are more than two (2) years old shall not be used for progressive discipline purposes provided the employee has received no additional discipline. Suspensions over five (5) days that are more than three (3) years old shall not be used for progressive discipline purposes provided the employee has received no additional discipline.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1 – Definition of a Grievance: A grievance is defined as any unresolved difference between the Employer and any employee regarding the application, meaning or interpretation of the express provisions of this Agreement, so long as the employee signs the grievance.

Section 2 – Representation: Employees shall have the right to authorize in writing the Union to file and process grievances on their behalf or to file grievances without the intervention of the Union. Nothing in this Agreement prevents an employee from having the grievance heard and settled without the intervention of the Union, provided that a Steward is afforded the opportunity to be present and any settlement is not inconsistent with the terms of the Agreement. One grievant and one Union representative may attend any grievance meeting scheduled during working hours without loss of pay.

Section 3 – Subject Matter: Only one subject matter shall be covered in any one grievance. A grievance shall contain a factual statement of the grievant's position, the Article,

and the Section of the Contract alleged violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

Section 4 – Time Limitations: If a grievance is not presented by the employee within the time limit set forth below, it shall be considered “waived” and may not be pursued further. Grievances may be withdrawn at any Step of the grievance procedure without precedent. Grievances not appealed to the next Step within the designated time limits will be treated as withdrawn grievances.

If the Employer fails to respond within the time limits, the employee may elect to treat the grievance as denied and immediately appeal the grievance to the next Step. Time limits may be extended by mutual, written agreement.

Section 5 – Advanced Filing: The parties may by mutual agreement in writing agree to bypass Step 1 of the grievance procedure.

Section 6 – Steps in Procedure: For purposes of this Article only, working day means any day that the administrative offices of the City are open.

The parties acknowledge that it is usually most desirable for the employee and his immediate Director of Public Works to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1 — The employee shall submit his grievance in writing to his Director of Public Works within two (2) working days of the first occurrence giving rise to the grievance. The Director of Public Works will notify the employee of the decision within four (4) working days following the day when the written grievance was made. (Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.) The employee shall first complete his assigned work task and grieve later.

Step 2 — If the grievance is not settled at Step 1, the grievance may be referred in writing within two (2) working days after the decision of the Director of Public Works, or his designee. Within seven (7) working days after the grievance has been filed at Step 2, the Mayor, and Labor Committee of the City Council shall meet with the grievant and Union, if requested to discuss the grievance. The Mayor, or his designee, shall respond in writing to the grievant and the Union within four (4) working days following the meeting.

Section 7 – Arbitration: If the dispute is not settled at Step 2, the matter may be submitted by the Union to binding arbitration within seven (7) working days after the Mayor's written decision or the expiration of the four (4) day period if the Mayor fails to render a written decision. Within seven (7) working days after the matter has been submitted to arbitration, a representative of the Employer and the Union shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall each have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike a name; and so on. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and the Union representatives and shall be notified of the issue where mutually agreed by all parties. All hearings shall be held at a neutral site in the City of Marshall, Illinois, unless otherwise mutually agreed.

Section 8 – Limitation on Authority of Arbitrator: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

The arbitrator shall consider and decide only the question of fact as to whether there has been a violation of the express provisions of the Agreement. The arbitrator shall be Empowered to determine only the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make a decision or award which is in any way contrary to or inconsistent with applicable laws, applicable court decision or of decisions or rules and regulations of administrative bodies that have the force and effect of law.

Section 9 – Fees and Expenses: The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and the Union. Cost of arbitration shall include the arbitrator's fees, room cost and transcription costs, if any. Each party shall bear the costs of its own representatives and witnesses. Nothing in this Article shall preclude the Employer and Union from agreeing to use expedited arbitration procedures. The decision and award of the arbitrator shall be made within thirty (30) days following the hearing or filing of briefs, whichever is later, and shall be binding on the employer, the Union and the employee or employees involved.

ARTICLE XI

HOURS OF WORK AND OVERTIME

Section 1 – Application of Article: This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week and nothing herein shall preclude the Employer from restructuring the normal workday or workweek.

Section 2 – Normal Workweek: Except as provided elsewhere in this Agreement, the normal workweek for full-time employees shall be forty (40) hours per week, Monday through

Friday. The normal workday will begin at 7:00 a.m. and conclude at 4:00 p.m. with a one (1) hour unpaid lunch break. The normal workweek for regular part-time employees will vary but not exceed 30 hours per week. The Employer shall attempt to give full-time employees a twenty (20) minute paid rest period during the first one-half shift. Said break is to be taken at the garage with break time limited to 20 minutes inclusive of travel time with no personal stops/business permitted. Food and drink for breaks must be brought from home. Except in an emergency, an unpaid meal period shall be scheduled for employees who work more than five (5) hours in any given day.

Section 3 – Changes in Workweek/Workday: Should it be necessary in the Employer's judgment to establish schedules departing from the normal workday or workweek, or to change an employee's schedule, shift or days off, when such change constitutes a departure from the normal workday or workweek, the Employer will, absent emergency, give forty-eight (48) hours notice of such change to all affected employees. Emergency shall include but not be limited to a call from IMEA directing power plant operation, water main break, tornado, ice storm or other events of like seriousness.

Section 4 – Payday: Paydays are the first and sixteenth days of the month. Employer will try to pay prior to holiday weekends where practical. This will be at the discretion of the Employer.

Section 5 – On Call: Because of the nature of the work, all City employees are subject to being called in 24 hours per day. In emergencies, employees are expected to report to work in accordance with instructions from the Director of Public Works or the Director of Public Works' designee, unless the employee is unable to do so because of circumstances beyond the employee's control. The Employer will establish a rotating on call procedure which may be modified from time to time and shall be posted at the City garage. Employees are expected to

wear a cell phone/radio at all times designated by the Director of Public Works during the hours that they are on call pursuant to that rotating on-call procedure. Failure to respond in 15 minutes and show up in an additional 15 minutes shall be cause for discipline up to and including discharge. Effective upon the effective date of the 2014 Agreement, an employee shall receive \$100 per work week as compensation for each week (seven days) of on-call. Members will receive \$50.00 per call out if they are not receiving pager pay.

Section 6 – Overtime: It is recognized that in addition to the normal workday and workweek, an employee may be required to work such additional time as is necessary in the judgment of the Employer. No employee shall work overtime, except as authorized in advance by the Director of Public Works of the employee's department, or by the Mayor or his designee. No overtime shall be paid unless the employee's time card is initialed and approved by his or her Director of Public Works. The Employer reserves the right to seek volunteers for overtime or to select specific employees for overtime assignments. As far as is practicable, efforts will be made to distribute overtime opportunities within departments equally among the employees of the department.

Section 7 – Overtime Payment: A full-time employee shall be compensated at one and one-half (1 ½) times his regular straight time hourly rate for all hours worked in excess of his scheduled hours of work in any one payroll week. All work on Sunday will be paid at double (2) times the regular straight time hourly rate. When men are working on damage caused by an act of God to pull in utility lines or equipment, work shall be paid at the applicable rates for the first fifteen consecutive hours and at double time for all work over fifteen hours until broken by an eight-hour rest period.

Section 8 – Callback: A full-time employee called back to work by the Director of Public Works or his designee, after having been released from his regular hours of work, will be

compensated for a minimum of three (3) hours work or for all hours actually worked outside his regularly scheduled hours of work, whichever is greater, at one and one-half (1½) times the employee's regular straight time hourly rate of pay. Provided, however, employees called back between the hours of 12:00am and 5:00am shall be compensated for a minimum of three (3) hours work or for all hours actually worked outside their regularly scheduled hours of work, whichever is greater, at one and one-half (1½) times the employee's regular straight time hourly rate of pay.

A full-time employee wearing a cell phone/radio who is phoned/radioed to return to work and who returns to work will be compensated for a minimum of three (3) hours work or for all hours actually worked outside his regularly scheduled hours of work, whichever is greater, at one and one-half (1½) times the employees regular straight time hourly rate of pay. Provided, however, employees wearing a cell phone/radio who is cell phoned/radioed to return to work and who returns to work between the hours of 12:00am and 5:00am shall be compensated for a minimum of four (4) hours work or for all hours actually worked outside his regularly scheduled hours of work, whichever is greater, at one and one-half (1½) times the employee's straight time hourly rate of pay.

This provision shall not be applicable to overtime which is scheduled in advance, to holdover overtime or for a call back when an employee is called back to correct an error or omission which is determined by the Director of Public Works or his designee to require correction/completion before the employee's next scheduled shift.

Section 9 – Timecards: The official record of employee work time shall be recorded onto the City computer network by the employee. If an employee inadvertently fails to clock in or out at any required period, the employee shall notify his Supervisor at the earliest practical time. Upon good cause shown for the employee's failure to clock in or out, the Supervisor shall manually log the proper time on the employee's record and initial the entry. Each employee must enter his own work time.

Section 10 – No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of the Article or Agreement.

Section 11 – Overtime Increments: Employees shall be paid overtime and pay shall be deducted for late arrival in fifteen (15) minute increments.

ARTICLE XII

SENIORITY/PROBATIONARY PERIOD/LAYOFF/VACANCIES

Section 1 – Definition: An employee's seniority is the length of his current continuous service with the City in a position covered by this Agreement. Unpaid leaves of absence shall not be counted towards seniority.

Section 2 – Loss of Seniority: An employee's seniority and the employment relationship will be terminated if an employee retires or quits; is discharged; fails to register with the Mayor by certified mail of his or her desire to be considered for future job openings within five (5) working days after the employee is laid off or fails to return from layoff within ten (10) working days after being notified to return; is laid off for a period in excess of one (1) year; fails to report at the end of vacation, leave of absence, or lay-off uses a leave of absence for any purpose other than that for which it was granted; or is absent for three (3) consecutive working days without authorization. An employee who is transferred/promoted to a position outside the bargaining unit who is subsequently returned to the bargaining unit, shall have his original seniority date restored upon return to the bargaining unit, excluding time served outside the unit.

Section 3 – Vacancies: Vacancies shall be filled based upon an individual's qualifications, experience, knowledge, skills and ability to perform the work in question, as determined by the City. If two applicants (one from the bargaining unit and one from outside the unit) are equally qualified, the City shall fill the vacancy by promoting the bargaining unit employee. If two applicants from within the bargaining unit are equally qualified, the City shall

fill the vacancy by promoting the most senior qualified employee. Nothing contained herein shall limit the right of the City to hire from outside the bargaining unit provided there is no qualified internal applicant or promote a more qualified less senior employee.

Section 4 – Posting of Vacancies: When permanent vacancies occur, the City will post a notice on its bulletin board for five (5) working days announcing the vacancy. Employees desiring to be considered shall make written application to the Mayor. Nothing contained herein shall limit the right of the Employer to advertise the position at the same time it is posted. Nothing contained herein shall limit the Employer's right to make temporary assignments in accordance with Article XIX Section 3.

Section 5 – Probationary Period: All new employees of the bargaining unit and those hired after loss of seniority shall serve a probationary period of three (3) months which may be extended for an additional two (2) months, at the sole discretion of the Employer. The Employer will notify the Business Manager or his designee of any extensions of the probationary period. During the probationary period, the employee may be disciplined, suspended, laid off, demoted or terminated at the sole discretion of the Employer. Neither the reason nor the action may be the subject of a grievance.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his most recent date of hire with the Employer in a position covered by this Agreement.

Section 6 – Promotional Probationary Period: An employee transferred or promoted to a different position or classification shall be considered a probationary employee for the first three (3) months in the new position, which may be extended for an additional three (3) months, at the sole discretion of the Employer. If the Employer determines that the employee cannot satisfactorily perform the duties of the position, the Employer will return the employee to the

position he formerly held or to a similar position.

Section 7 – Layoff: The Employer, in its discretion, shall determine whether layoffs are necessary and which classifications will be laid off. Full-time employees within the same classification will be laid off by seniority provided the remaining bargaining unit employees are qualified to perform the remaining work in a satisfactory manner without additional training. A full-time employee who is targeted for layoff may bump a less senior employee into an equal or lower-level classification provided the employee has previously been employed in that classification and the Employer determines that the employee is qualified to do the work in a satisfactory manner without additional training. An employee who bumps into a lower-level classification shall be paid at the wage rate of the lower-level classification. The City will provide fifteen (15) working days' notice of layoffs. Non-probationary employees who are laid off shall be placed on a recall list for a period of one (1) year. ~

Section 8 – Posting of Seniority List: The Employer will post a seniority list in January of each year. Employees have thirty (30) calendar days after posting of the seniority list to raise objection to their seniority rating. If objections are not so raised, the seniority is confirmed as listed.

Effects of Layoff: If an employee is recalled, the employee's seniority shall be adjusted by the length of the layoff.

ARTICLE XIII

HOLIDAYS

Section 1 – Holidays: 12:01 A.M. to 11:59 P.M. on the following days or days observed as such are recognized as holidays for regular full-time employees:

New Year's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

If a holiday falls on a Saturday it will be observed the previous Friday, if on a Sunday it will be observed the following Monday.

Section 2 – Holiday Pay: A regular full-time employee shall receive eight (8) hours pay at his straight time hourly rate for any of the above holidays that he would have been scheduled to work but for the holiday. For each such holiday an employee is scheduled to work and does in fact work, a full-time employee shall receive, in addition to his regular pay for the holiday, compensation at one and one-half (1½) times his regular straight time hourly rate of pay for all such hours actually worked. For each such holiday when a full-time employee is called back to work, an employee shall receive, in addition to his regular pay for the holiday, double (2 times) the employee's regular straight time hourly rate for all such hours actually worked.

Section 3 – Holiday During Vacation: If such a holiday falls within an employee's vacation period, that day will not be counted as a vacation day.

Section 4 – Eligibility: In order to be eligible for holiday pay, the employee must work the full scheduled working day immediately preceding and immediately following the holiday, or be on pre-approved paid time off (sick leave only with verification).

ARTICLE XIV

VACATIONS

Section 1 – Eligibility: Effective May 1st, 2014, vacation will be capped at 20 days for new hires. Regular full-time employees will earn yearly paid vacation time based upon their years of continuous service with the Employer as follows

YEARS CONTINUOUS EMPLOYMENT WITH CITY

zero to 6 months
after 6 months
after 2 years
after 6 years
after 12 years
after 20 years

WORKING DAYS OF VACATION

no vacation
5 days
10 days
15 days
20 days
25 days

Section 2 – Vacation Pay: Vacation pay is based upon the employee's base rate at the time the vacation is taken.

Section 3 – Vacation Scheduling: Desired vacation dates are to be given to the City no later than January 1 of the vacation year. Once all vacations are scheduled, changes due to extenuating circumstances may be approved. No employee will be allowed more than ten (10) consecutive working days of vacation at any given time, unless prior approval is received from the Director of Public Works.

After two (2) years of continuous employment with the City, each employee will be allowed five days of their vacation as "wild card" days that do not have to be scheduled at the beginning of the year. This option may be exercised provided that the employee is granted permission by his supervisor before the end of the prior shift. This does not alter the City's right to limit the number of workers allowed off at any one time from a particular department.

The City will attempt to grant the requested vacation periods when practicable. In granting requests, preferences will be given on the basis of seniority within departments and/or classification. However, it is expressly understood that the final right to designate vacation

periods and the number of employees in any job classification and/or department who may be on vacation is reserved to the Employer. Vacations may be canceled in an emergency or based upon operational need.

Vacations may not be taken in less than four (4) hour increments.

Section 4 – Limitation on Accumulation: Vacation time shall not accumulate from one year to the next and must be used within one year after it is earned or it may be paid in lieu of the time off at the City's option. Provided, however, should the Employer cancel the vacation of an employee which is scheduled during the last month of the year and the employee is unable to reschedule that vacation before the end of the year, that vacation may be carried over but must be rescheduled and used during the first ninety (90) days of the following calendar year.

ARTICLE XV

PERSONAL DAYS

Regular full-time employees shall be entitled to four (4) personal leave days on January 1 of each calendar year.

Employees are to give the Employer at least twenty-four hours advance notice, except in a verified emergency, of when they desire to use an available personal day. Personal days must be used in four (4) hour increments. The Employer shall attempt to honor such employee desires but all requests to use personal days are subject to approval of the Director of Public Works.

ARTICLE XVI

SICK LEAVE

Regular full-time employees will be entitled to paid sick leave credits at the rate of one (1) day per month of active employment with the City, and may accumulate paid sick leave credits up to a maximum of one hundred sixty (160) days, and any accumulated sick days over the 160-day total shall be available only for Illinois Municipal Retirement Fund (IMRF) service credit, to the extent allowed by IMRF, and shall not be available for an employee's use. The

maximum sick days allowed by IMRF is 240 days.

Sick leave may be taken only when an employee or his or her immediate family is ill. Immediate family is defined as an employee's child, spouse, domestic partner, sibling, parent, mother and father-in-law, grandchild, grandparent, or stepparent. Sick leave may be taken in increments of two (2) hours or more.

An employee is not permitted to use any of his accumulated paid sick leave credit:

- a. During the period of suspension for rehabilitation under the City's anti-drug plan unless the employee has voluntarily notified the City of the employee's drug problem. Notification must be made prior to (i) the employee taking a drug test which he subsequently fails; (ii) the employee refusing to submit to a drug test; (iii) the City having reasonable cause to suspect the employee of drug use; or (iv) the employee performing a work-related action which contributes to an accident.
- b. If the employee resigns or retires subsequent to notification that he or she is to take a drug test pursuant to one the City's anti-drug plans, and the employee either does not take the drug test or takes the drug test and fails.

An employee calling in sick is expected to give as much advance notice as practicable and must notify the Director of Public Works or his designee prior to the beginning of his shift.

The City at all times reserves the right to require a physician's statement in regard to an employee's illness, injury or request for sick leave usage and/or a physician's release before allowing the employee to resume working, at the employee's expense, and the employee to see the City's physician for such purposes, at the Employer's expense. However, the City will not normally require a doctor's statement unless the illness has gone into the third consecutive workday.

Employees are required to remain at home unless hospitalized, visiting their physicians,

carrying out essential errands to acquire needed supplies, or acting pursuant to reasonable instruction for care. Abuse of sick leave, developing a pattern of sick leave usage, failure to provide a physician's statement and/or frequent or excessive sick leave usage can subject an employee to denial of sick leave usage and disciplinary action up to and including discharge.

When a full-time employee with ten (10) or more years seniority with the City resigns, retires or dies, the employee will be paid for one-half (1/2) of the employee's unused sick leave credits, up to a maximum of eighty (80) days at the employee's regular straight time hourly rate of pay at retirement.

An employee who resigns or retires during the pendency of disciplinary action being taken against him or her, waives any and all rights pursuant to this paragraph and is not entitled to any payment on account thereof.

An employee who uses not more than two (2) days of sick leave during an entire calendar year shall receive one (1) additional personal day for use during the following calendar year. The personal day shall be used in accordance with the provisions of Article XV.

ARTICLE XVII

PAID LEAVE

Section 1 – Funeral Leave: Employees with more than sixty (60) calendar days of seniority are entitled to a maximum of three (3) consecutive scheduled workdays (24 scheduled work hours) off with pay at their base rate in the event of death in their immediate family. An employee's immediate family means child, spouse, domestic partner, sibling, parent, mother and father-in-law, grandchild, grandparent, grandparent-in-law or stepparent.

Such time off is to be from the time of death through the day after the funeral. No more than eight (8) hours per scheduled workday will be paid, and no allowance will be paid for any time the employee is on vacation or receiving paid sick leave. The funeral leave is provided for handling necessary arrangements and attending the funeral.

Employees with more than sixty (60) calendar days of seniority are entitled to a maximum of eight (8) regular scheduled work hours off with pay at their base rate to attend the funeral of the employee's son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Employees taking such time off are to notify their Director of Public Works prior to taking the time off.

Section 2 – Jury Duty: Any employee who loses time from work during his regularly scheduled hours of work because of jury duty shall be paid his regular straight time rate of pay for such time lost upon receipt of the entire sum paid for jury service (minus travel compensation), which payment the employee shall submit to the City. In order to be eligible for such payment, the employee must submit to the Employer a Certificate of Service duly signed by the court clerk. Any employee released from jury duty shall return to work immediately upon said release.

ARTICLE XVIII

UNPAID LEAVES OF ABSENCE

Section 1 – Family and Medical Leave Act of 1993: The Employer and the Union agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act.

Section 2 – Other Unpaid Leave: The Employer may grant an employee's request for an unpaid leave for purposes other than those specified above on such terms and conditions as the Employer in its sole discretion may determine.

Section 3 – Employee Right Upon Timely Return From Leave: When an employee returns from a leave of absence provided for in this Article, the Employer shall return the employee to the same job position in which the employee was in prior to the start of the leave, if such a position exists, and the employee is qualified to do the work, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

Section 4 – Failure to Return from Leave: Failure to return from a leave of absence after the expiration date thereof shall subject the employee to disciplinary action, up to and including discharge.

Section 5 – Non-Employment Elsewhere: A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence shall be subject to discipline, up to and including discharge.

Section 6 – Non-Accrual of Benefits: Employees shall not accrue benefits during a period of unpaid leave of absence.

ARTICLE XIX

WAGES

Section 1 – General Increases: see Appendix A

Section 2 – Probationary Wage Rate: Employees serving a probationary period shall be paid 90% of the base wage rate of the classification. Provided, however, if the Probationary rate is less than the rate of the employee's former classifications, the employee will continue to be paid at the former rate of pay until completion of the probationary period. Upon successful completion of the probationary period, an employee shall receive the regular base wage of the classification.

Section 3 – Temporary Assignment: Any City employee may be temporarily assigned to perform work in a classification other than his regular classification. When such work assignments are made to a classification with a higher wage rate and an employee is assigned and required to perform all of the duties that distinguish the higher-level classification, he will be paid the higher rate for all hours actually performing such work. When such temporary work assignment is to a classification with a lower rate, he will continue to be paid his regular classification wage rate.

Section 4 – Longevity: Effective May 1st, 2026, the longevity pay will be applied to the employees' base rate of pay. The yearly longevity will be \$0.12 per hour per years of service. The years of service will be adjusted yearly on May 1st, and years of service credit will be calculated as of May 1st.

ARTICLE XX

INSURANCE

Section 1 – Coverage: The employer shall make available to employees and their dependents relatively similar health insurance as existed prior to the term of this Agreement. The Employer reserves the right to change insurance carriers, coverage, benefit levels, to self-insure or to participate in a health maintenance organization as it deems appropriate, as long as the new coverage and economic benefits are relatively similar to those which predated this Agreement.

Section 2 – Cost: The employee shall pay 15% of the cost of the premium for health insurance for the employee and the employees' dependents. The Employer shall pay the remaining share of the cost of the premium. The Employee shall pay the first 8% of the increase of the annual premium. Any increase in excess of 8% to the annual premium shall be paid by the Employer. The Employee will be responsible for 100% of the co-pay & out-of-pocket expenses. Any employee may opt into the FSA Account. The union shall appoint a member of the union to attend Insurance/Finance Committee meetings regarding health insurance. All union personnel will behave in a professional manner or will be asked to leave said meetings.

Section 3 – Cost Containment: The Employer reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, and the prohibition on weekend admission except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 4 – Terms of Policy to Govern: The extent of coverage under the insurance policy referred to in Section I shall be governed by the terms and conditions set forth in said policy. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 5 – Life Insurance: Employees shall receive life insurance in the amount of \$25,000.

Section 6 – City Insurance Benefit/Cost Reciprocity: In recognition of the desirability of maintaining a uniform policy City-wide with respect to insurance benefits and costs and notwithstanding the foregoing provisions of Section 1, the parties agree that if the City makes any changes or modifications with respect to any insurance benefits and costs that are applicable to other City employees generally, then such changes or modifications in benefits and costs shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to other City employees generally.

Section 7 – Early Retirement Health Insurance Benefit: Effective May 1, 2006, any active full-time or part-time employee who is at least fifty-five (55) years of age is eligible to qualify for an early retirement health insurance benefit according to the following terms and conditions:

Employees must be enrolled in one of the City's insurance plans at the time of retirement and employees that have become part-time would be eligible provided they meet all other requirements.

The early retirement health insurance benefit would cover employee only premium costs. The benefit would be based on two-thirds (2/3) payment after twenty (20) years and full payment after thirty (30) years of service. The amount of benefit would cover only the costs of an average plan if more than one plan pricing were available.

The coverage would end two (2) months after the employee's date of Medicare eligibility, except in cases where COBRA eligibility is afforded. The City will not provide early retirement health insurance benefits to employees once the employee is eligible to qualify for Medicare.

The early retirement health insurance benefit would be convertible to a Medigap type policy at up to one-third (1/3) of the pre-Medicare cost level in the event such policy is available through the City's current insurers.

Employees who are in IMRF Tier II, employed after May 1, 2021, employed by the City continuously for 30 years, 62 years of age, and employed by the City at the time of retirement may remain on the City Health Insurance plan until qualifying for Medicare.

ARTICLE XXI

GENERAL

Section 1 – Medical Examination: Employees may be required to have an examination by a qualified and licensed medical professional selected by the Employer, at the Employer's expense. If, based upon the results of the examination, it is determined that the employee is not fit for duty, the Employer may place the employee on sick leave or an unpaid medical leave, if the employee has exhausted all of his sick leave.

Section 2 – Safety: The City will continue to furnish its employees safety appliances for the protection of life and property in the performance of their duties, consistent with current practice. City employees shall at all time use and wear such safety appliances.

The City shall provide employees with gloves appropriate to the position, as determined by the Director of Public Works, and replace the gloves on an as needed basis as determined by the Director of Public Works. In order to receive new gloves, the employee must submit the old pair to the Director for his review and determination.

It is the responsibility of each City employee to report promptly to his Director of Public Works any unsafe equipment or conditions.Section 3 – Mileage Reimbursement: All reimbursement of Business Mileage on personal

vehicles, paid by the City, shall be at the then current rate as allowed by the Internal Revenue Service under the Internal Revenue Code.

Section 4 – Uniforms: All employees are expected to wear the uniforms required by the City. The Employer will pay for the cost of such uniforms. The City will also reimburse up to \$125 per year for boots with receipt of proof of purchase. An employee reporting for work who is not in uniform will be sent home on the first occasion and will not be paid for time it takes him to come back properly dressed. For a second violation, the employee will be suspended for the day at no pay. For third violation, the employee will be subject to further appropriate disciplinary action, up to and including discharge.

Section 5 – Political Activity: Any employee who chooses to run for the office of mayor or alderman may do so only after requesting and receiving a temporary leave of absence. Employees elected to the office of mayor or alderman must resign from employment with the City.

The following rights are specifically guaranteed for all City employees:

- A. The right to vote.
- B. The right to make voluntary contributions to political party funds.
- C. The right to express privately a personal opinion on political subjects.
- D. The right to sign a petition calling for a candidate to run for office.
- E. The employee is not denied the right to display political signs in the lawn of his or her place of residence.

Section 6 – Drivers Licenses: All employees are required to obtain within six (6) months of employment and maintain a Commercial Driver's License (CDL) and the required endorsements. For any employee hired without a CDL after January 1, 2022, the Employer will pay for the required Entry Level Driver Training (ELDT). The employer will have the right to

choose where the employee will attend the training class. The Employer will pay the full cost every four (4) years toward the cost of the CDL and required endorsements. Failure to inform the Employer of a suspended or revoked license or to obtain or maintain the CDL and required endorsements shall result in termination.

Section 7 – Employee Cooperation: All employees must work together in a cooperative manner. The Employer reserves the right to require employees to perform job duties not normally assigned to them and require supervisory and administrative personnel to assist with or perform work normally assigned to bargaining unit personnel.

Section 8 – Gender: Whenever in this Agreement, the masculine gender is used, it shall be deemed to include the feminine gender, unless the context clearly requires otherwise.

Section 9 – Theft: An employee who is determined to have engaged in theft of City property, equipment or assets; has falsified a time sheet; or engaged in outside employment during hours when he is being compensated by the City, shall be summarily terminated from the City. The only issue that may be raised via the grievance procedure over the termination is whether the improper activity in fact occurred.

Section 10 – Domicile: Domicile requirements No employee shall be eligible for any full-time employment by the City unless he/she is domiciled within thirty (30) minutes of 201 S Michigan Ave. Marshall, IL. 62441. Thirty minutes shall be timed under normal traffic conditions.

Section 11 – Annual Employee Review: The City shall have the right to implement an annual evaluation system for all employees.

Section 12 – Absenteeism and Tardiness: Employees are expected to report and be ready to work at the beginning of the employee's work shift, unless the employee has followed the departmental procedure for obtaining pre-approval for time off. An employee who fails to obtain advance approval for time off and fails to report to work on time shall have the time (from

beginning of the shift until the time the employee reports to work) deducted from his pay for the week and shall be subject to the following discipline as well:

<u>Number of Occurrences</u>	<u>Correction Action</u>
1-2	
3	Counseling
4	Verbal Warning
5	Written Warning
6	1-day unpaid suspension
7	3-day unpaid suspension
8	10-day unpaid suspension
9	Termination

Section 13 – CDL/IDOT Health Card: Up to one time per year, the City will pay the entire cost of the physical to obtain the CDL/IDOT health card.

Section 14 – Direct Deposit: At the discretion of the City, within sixty (60) days of the effective date of the 2010 Agreement, each bargaining unit employee shall be paid via direct deposit of the employee's paycheck to the bank of the employee's choice. The employee will execute any authorization necessary to effectuate said direct deposit. The City shall have the right to bank one week of pay to effectuate the direct deposit so employees will have access to pay in advance of holidays.

Section 15 – Education/Training Reimbursement: Each employee who receives training paid for by the City shall execute the City's Training Reimbursement Agreement for the following types of training: Licenses, certificates, promotion, and linemen. The Agreement shall require the employee who leaves the employment of the City within the timeframes set forth below to reimburse the City in the following percentage amounts:

1st year	100%
2nd year	80%
3rd year	60%

Section 16 – Rules and Regulations: Employees shall comply with Rules and Regulations and policies established by the City as they may from time to time be amended. The City will

provide the Union and employees with at least twenty-eight (28) calendar days advance notice of any new or amended rule, regulations or policy. Upon request of the Union, within five (5) calendar days, the City will meet with the Union prior to implementation to discuss the new or amended rule, regulation or policy.

ARTICLE XXII

DRUG AND ALCOHOL TESTING

Drug and Alcohol Testing shall be pursuant to City policy, as it may from time to time be amended, in accordance with what is legally permissible under the Drug and Alcohol Testing Rules and Regulations implementing and the Omnibus Transportation Employee Testing Act of 1991. Employees are expected to abide by the drug prohibitions at all times and the alcohol provisions while on duty, including when the employee is on call.

Section 1 – Statement of Policy: The City of Marshall has a vital interest in: maintaining safe, healthful and efficient working conditions for its employees, the protection of City property, equipment and operations, and for the safety of the public. Being under the influence of drugs and alcohol may pose serious safety and health risks not only to the user, but to all those who work with the user, and to the public. The possession, use, or sale of an illegal drug at the workplace is strictly prohibited.

The City expects all employees to report to work in a condition to properly perform the duties of their job. While the City does not normally intend to intrude into the private lives of its employees, the City recognizes that employees' off-the-job involvement with drugs can have an impact on the workplace and the City's ability to accomplish its goal of a drug free environment.

Section 2 – Alcohol, Illegal Drugs or Controlled Substances: In addition to the prohibitions in the City's drug and alcohol policy, the use, manufacture, distribution, and/or possession of any alcohol or illegal drug or controlled substance is prohibited. Employees are prohibited from reporting to work or to perform work while under the influence of alcohol or

illegal drugs or controlled substances. Any employee found to have engaged in such actions may be disciplined, up to and including termination or, at the City's discretion, be offered a return-to-work agreement in accordance with the guidelines and agreement set forth in Appendices C and D (copies attached). Failing to submit to a test or to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking may also result in discipline, up to and including termination.

ARTICLE XXIII

SAVINGS CLAUSE

If any provision of this Contract or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provision of this contract shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXIV

CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT

Section 1 – Purpose: The Employer and the Union recognize the importance of ongoing training to maintain high standards of safety, efficiency, and competency in the operation and maintenance of the City's utilities. Continuing education promotes employee development, compliance with industry standards, and alignment with best practices like those in apprenticeship and journeyman programs.

Section 2 – Annual Requirement: Each bargaining unit employees shall complete a minimum of eight (8) hours of approved continuing education training per calendar year (or contract

year, as applicable).

Section 3 – Approved Training Topics: Continuing education credits must be approved by the Director of Public Works or his designee and shall include, but are not limited to:

- Safety updates (in addition to OSHA compliance);
- Equipment operating and maintenance;
- New technologies;
- Skill enhancement topics;
- Other industry-related training

Training may be provided through Employer-sponsored sessions, approved external seminars, online courses, or other mutually agreed-upon providers.

Section 4 – Scheduling and Compensation: Training shall be scheduled during regular working hours whenever possible. If training occurs outside regular hours, employees shall be compensated at the applicable overtime rate. The Employer shall bear all costs associated with approved training, including registration fees, materials, travel (if required), and mileage reimbursement per City policy. Employees shall be granted paid release time to attend approved training without loss of pay or benefits.

Section 5 – Verification and Compliance:

- Employees shall provide documentation of completed training (e.g., certificates, attendance records) to the Employer within thirty (30) days of completion.
- The Director or his designee shall track compliance and provide an annual summary to the Union.
- Failure to complete the required hours without good cause may result in progressive

discipline, but the Employer and Union shall meet to address any barriers to compliance (e.g., scheduling conflicts).

- Unused hours shall not carry over to the next year, except in case of extended leave or other extenuating circumstances approved by the Employer.

Section 6. Joint Committee

A joint labor-management committee (comprised of equal representatives from the Employer and Union) shall meet annually to review training opportunities, approve providers/topics, and ensure the program meets the needs of employees.

ARTICLE XXV

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and prior or other agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

The Employer and the Union, for the duration of the Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though the subject or matter may not have been within the knowledge and contemplation of

either or both of the parties at the time they negotiated or signed this Agreement. The union waives any right to impact or effects bargaining during the term of this Agreement.

ARTICLE XXVI

DURATION AND SIGNATURE

This Agreement shall be effective from the date of signing and shall remain in full force and effect until April 30, 2030. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than ninety (90) days or less than sixty (60) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date on the notice shall be the written date of receipt.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth on the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have affixed their signature on this _____ day of _____ 2026.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, Local 841

By _____

ATTEST:

CITY OF MARSHALL, an Illinois
Municipal Corporation:

By _____
John Hasten - Mayor

ATTEST:

Nancy Smitley - City Clerk

APPENDIX A

CITY OF MARSHALL 841 WAGE SCHEDULE 2026 - 2029

	5.50%	4.00%	3.50%	3.5%
	2026	2027	2028	2029
JOURNEYMAN LINEMAN	\$ 40.83	\$ 42.46	\$ 43.95	\$ 45.49
APPRENTICE LINEMAN				
1 ST 6 MONTHS	\$ 37.30	\$ 38.80	\$ 40.16	\$ 41.57
2 ND 6 MONTHS	\$ 37.61	\$ 39.11	\$ 40.48	\$ 41.90
3 RD 6 MONTHS	\$ 38.09	\$ 39.61	\$ 41.00	\$ 42.44
4 TH 6 MONTHS	\$ 38.69	\$ 40.24	\$ 41.65	\$ 43.11
5 TH 6 MONTHS	\$ 39.47	\$ 41.05	\$ 42.49	\$ 43.98
6 TH 6 MONTHS	\$ 40.57	\$ 42.19	\$ 43.67	\$ 45.20
ELECT POWER PLANT OPERATOR	\$ 32.95	\$ 34.27	\$ 35.47	\$ 36.71
POWER PLANT APPRENTICE	\$ 29.86	\$ 31.06	\$ 32.14	\$ 33.26
SEWER OPERATOR W/ IL CLASS 4	\$ 32.56	\$ 33.86	\$ 35.05	\$ 36.27
SEWER APPRENTICE W/CDL	\$ 29.86	\$ 31.05	\$ 32.14	\$ 33.26
WATER OPERATOR W/ IL CLASS C	\$ 32.56	\$ 33.86	\$ 35.05	\$ 36.27
WATER APPRENTICE W/CDL	\$ 29.85	\$ 31.05	\$ 32.13	\$ 33.26
QUALIFIED GAS WELDER	\$ 35.56	\$ 36.86	\$ 38.05	\$ 39.27
QUALIFIED GAS OPERATOR	\$ 32.56	\$ 33.86	\$ 35.05	\$ 36.27
GAS APPRENTICE W/CDL	\$ 30.37	\$ 31.59	\$ 32.70	\$ 33.84
OPERATOR	\$ 32.56	\$ 33.86	\$ 35.05	\$ 36.27
MECHANIC	\$ 32.56	\$ 33.86	\$ 35.05	\$ 36.27
GROUPS MAINT W/ CDL	\$ 29.86	\$ 31.05	\$ 32.14	\$ 33.26
1 ST 6 MONTHS	\$ 23.96	\$ 24.92	\$ 25.79	\$ 26.70
2 ND 6 MONTHS W/CDL	\$ 26.32	\$ 27.37	\$ 28.33	\$ 29.32
3 RD 6 MONTHS W/CDL	\$ 26.91	\$ 27.99	\$ 28.97	\$ 29.98
4 TH 6 MONTHS W/CDL	\$ 27.50	\$ 28.60	\$ 29.60	\$ 30.64
5 TH 6 MONTHS W/CDL	\$ 28.09	\$ 29.21	\$ 30.23	\$ 31.29
6 TH 6 MONTHS W/CDL	\$ 28.68	\$ 29.8	\$ 30.87	\$ 31.95
METER READER	\$ 32.56	\$ 33.86	\$ 35.05	\$ 36.27

Contractor's Application for Payment No. 6

Application Period: December & January		Application Date: 2/12/2026
To (Owner): City of Marshall	From (Contractor): B&T Drainage, Inc.	Via (Engineer): Farnsworth Group
Project: Lead Service Replacement	Contract:	
Owner's Contract No.	Contractor's Project No.	Engineer's Project No.: 2401728.001

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$46,787.40	
TOTALS	\$46,787.40	
NET CHANGE BY CHANGE ORDERS	\$46,787.40	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,960,440.00
2. Net change by Change Orders.....	\$	\$46,787.40
3. Current Contract Price (Line 1 + 2).....	\$	\$2,007,227.40
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$1,290,728.45
5. RETAINAGE:		
a. 10% X \$1,290,728.45 Work Completed.....	\$	\$129,072.85
b. 10% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$129,072.85
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$1,161,655.61
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$781,721.78
8. AMOUNT DUE THIS APPLICATION.....	\$	\$379,933.83
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$845,571.80

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: John Boyer Date: 2/12/2026

Payment of: \$ \$379,933.83
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Balcanal Healy 02/19/26
 (Engineer) (Date)

Payment of: \$ \$379,933.83
 (Line 8 or other - attach explanation of the other amount)

is approved by: John S. Healy 02.25.2026
 (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

For (Contract): City of Marshall								Application Number: 6			
Application Period: December & January								Application Date 2/12/26			
A						B	C	D	E	F	
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	Water Service Connection to Existing Main 3/4"	300	EA	\$2,892.00	\$867,600.00	201	\$581,292.00		\$581,292.00	67.0%	
2	Water Service Connection to Interior of House/Business	280	EA	\$1,900.00	\$532,000.00	148	\$281,200.00		\$281,200.00	52.9%	
3	Water Service Connection to Exterior of House/Business	20	EA	\$690.00	\$13,800.00	9	\$6,210.00		\$6,210.00	45.0%	
4	Water Service Pipe 3/4" - Open Cut	4,600	LF	\$28.05	\$129,030.00	4600	\$129,030.00		\$129,030.00	100.0%	
5	Water Service Pipe 3/4" - Directionally Drilled	9,868	LF	\$28.05	\$276,797.40	5722	\$160,502.10		\$160,502.10	58.0%	
6	Tracer Wire	13,000	LF	\$0.55	\$7,150.00	10857	\$5,971.35		\$5,971.35	83.5%	
7	Connections at Meter Pit	300	EA	\$597.00	\$179,100.00	209	\$124,773.00		\$124,773.00	69.7%	
8	Verify Service- Exploratory Dig or Hydro Excavation	5	EA	\$350.00	\$1,750.00	5	\$1,750.00		\$1,750.00	100.0%	
Totals					\$2,007,227.40		\$1,290,728.45		\$1,290,728.45	64.30%	



Cory Sheehy, PE
Director of Public Works
City of Marshall
201 South Michigan
P.O. Box 298
Marshall, IL 62441

February 16, 2026
Project No: 02401728.001
Invoice No: 267334
Due Date: March 18, 2026

Invoice Total \$55,350.50

Project 02401728.001 Marshall Lead Service Replacement 2024

Professional Services for Period Ending January 31, 2026

Phase 01 Design and Loan Application

Professional Services

Total Fee	50,000.00		
Percent Complete	100.00	Total Earned	50,000.00
		Previous Fee Billing	50,000.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Subtotal this Phase	0.00

Phase 02 Field Observation & Loan Administration

Professional Services

	Hours	Rate	Amount	
Senior Engineering Manager	12.00	250.00	3,000.00	
Engineer	51.25	165.00	8,456.25	
Engineering Associate I	4.50	145.00	652.50	
Engineering Associate I	3.25	145.00	471.25	
Engineering Associate II	31.00	160.00	4,960.00	
Project Land Surveyor	3.00	195.00	585.00	
Senior Engineering Manager	28.00	275.00	7,700.00	
Senior Land Surveyor	5.00	185.00	925.00	
Technician I	9.00	110.00	990.00	
Engineering Manager	1.25	240.00	300.00	
Engineering Associate I	114.50	151.00	17,289.50	
Engineering Associate II	17.25	167.00	2,880.75	
Project Engineer	20.50	203.00	4,161.50	
Sr. Engineering Manager	3.00	286.00	858.00	
Technician II	10.50	135.00	1,417.50	
Totals	314.00		54,647.25	
Total Professional Services				54,647.25

In House Expenses

Mileage	703.25	
Total In House Expenses	703.25	703.25

Please Remit Payment to: Farnsworth Group, Inc. P.O. Box 843219, Kansas City, MO 64184-3219

Please include FGI invoice number on check. For Billing Inquiries, please call: 309-663-8435 or 314-962-7900
1 1/2% Interest Monthly After 30 Days www.f-w.com FEIN#: 37-1123236
Please submit all other correspondence to: Farnsworth Group, Inc. 2709 McGraw Dr., Bloomington, IL 61704 Attn: Accounts Receivable

Project	02401728.001	Marshall Lead Service Replacement 2024		Invoice	267334
Billing Limits		Current	Prior	To-Date	
Total Billings		55,350.50	108,439.50	163,790.00	
Limit				200,000.00	
Remaining				36,210.00	
			Subtotal this Phase		\$55,350.50
			Total this Invoice		\$55,350.50

Outstanding Invoices

Number	Date	Balance
267020	2/3/2026	14,809.00
Total		14,809.00

Please Remit Payment to: Farnsworth Group, Inc. P.O. Box 843219, Kansas City, MO 64184-3219

Please include FGI invoice number on check.

For Billing Inquiries, please call: 309-663-8435 or 314-962-7900

1 1/2% Interest Monthly After 30 Days

www.f-w.com

FEIN#: 37-1123236

Please submit all other correspondence to: Farnsworth Group, Inc. 2709 McGraw Dr., Bloomington, IL 61704 Attn: Accounts Receivable

Billing Backup

Monday, February 16, 2026

Farnsworth Group, Inc.

Invoice 267334 Dated 2/16/2026

2:08:53 PM

Project	02401728.001	Marshall Lead Service Replacement 2024
---------	--------------	--

Phase	02	Field Observation & Loan Administration
-------	----	---

In House Expenses

Mileage

1/5/2026	110.0 Miles @ 0.725	79.75
1/6/2026	110.0 Miles @ 0.725	79.75
1/7/2026	100.0 Miles @ 0.725	72.50
1/8/2026	100.0 Miles @ 0.725	72.50
1/9/2026	110.0 Miles @ 0.725	79.75
1/12/2026	110.0 Miles @ 0.725	79.75
1/13/2026	110.0 Miles @ 0.725	79.75
1/15/2026	110.0 Miles @ 0.725	79.75
1/21/2026	110.0 Miles @ 0.725	79.75

Total In House Expenses

703.25

703.25

Subtotal this Phase

\$55,350.50

Subtotal this Project

\$55,350.50

Total this Report

\$55,350.50

Please Remit Payment to: Farnsworth Group, Inc. P.O. Box 843219, Kansas City, MO 64184-3219

Please include FGI invoice number on check.

For Billing Inquiries, please call: 309-663-8435 or 314-962-7900

1 1/2% Interest Monthly After 30 Days

www.f-w.com

FEIN#: 37-1123236

Please submit all other correspondence to: Farnsworth Group, Inc. 2709 McGraw Dr., Bloomington, IL 61704 Attn: Accounts Receivable



City of Marshall
201 S Michigan Ave.
Marshall, IL 62441

April 8, 2026

Subject: L17-3485 Lead Service Line Replacement: Loan Disbursement #8

Dear John Hasten,

Please find the enclosed documents for the loan disbursement for the lead service line replacement project. This will need to be put on the agenda for the next Council Meeting. There are two (2) places that need signatures.

- 1) Request for Loan Disbursement
- 2) Contractor's Application for Payment

The total request for the **Loan Disbursement #8:**

B&T Drainage Inc.: \$407,444.89

- This amount will only need to be paid once the City receives a check from the IEPA.

Farnsworth Group: \$38,848.35

- This amount will only need to be paid once the City receives a check from the IEPA.

Total Loan Disbursement Amount: \$446,293.24

Please review and sign for approval process. If there are any questions or additional information needed, contact my cell phone number 217-994-2953 or email bhealy@f-w.com.

Sincerely,

FARNSWORTH GROUP, INC.

A handwritten signature in cursive script that reads "Barbara M. Healy".

Barbara M. Healy

enclosures



ILLINOIS WATER REVOLVING LOAN FUND REQUEST FOR LOAN DISBURSEMENT

Complete this form for each request for disbursement from the State Water Revolving Fund pursuant to the executed loan agreement. Report **total cumulative costs** incurred to date and submit copies of all supporting invoices. Submit cost allocation if there are other funding sources.

PLEASE COMPLETE, PRINT, SIGN, SCAN, AND EMAIL TO EPA.LOANMGMT@ILLINOIS.GOV

LOAN RECIPIENT: City of Marshall **LOAN NUMBER:** L17- 3485

SERVICE DATES FOR THIS REQUEST:

FROM: 02/01/2026 **PAY REQUEST NUMBER:** 8

TO: 03/31/2026 **DATE SUBMITTED:** 04/08/2026

	ELIGIBLE BUDGET (Per grant agreement +/- IEPA APPROVED change orders)	TOTAL CUMULATIVE COSTS INCURRED TO DATE	TOTAL CUMULATIVE ELIGIBLE COSTS INCURRED TO DATE
LEGAL/ADMINISTRATIVE			
DESIGN ENGINEERING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
CONSTRUCTION ENGINEERING	\$ 226,000.00	\$ 202,708.35	\$ 202,708.35
CONSTRUCTION (before retainage) *List each contractor separately			
B&T Drainage Inc.	\$ 1,993,253.00	\$ 1,743,445.00	\$ 1,743,445.00
Other:			
TOTAL COSTS TO DATE		\$ 1,996,153.35	\$ 1,996,153.35
LESS RETAINAGE *List each contractor separately			
B&T Drainage Inc. (10%)		\$ 174,344.50	\$ 174,344.50
LESS PAID WITH OTHER FUNDING SOURCES			
LESS TOTAL INTEREST EARNED ON INVESTED FUNDS			
LESS TOTAL DISBURSEMENTS TO DATE			\$ 1,375,515.61
LESS ROUNDING ADJUSTMENTS FOR BONDS (IF NECESSARY)			
NET DISBURSEMENT REQUESTED			\$ 446,293.24

FOR AGENCY USE ONLY

PREPARED BY: _____ **DATE:** _____
APPROVED BY: _____ **DATE:** _____



Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217)782-2027

LOAN RECIPIENT:

City of Marshall

PAY REQUEST NUMBER:

8

LOAN NUMBER: L17-

3485

Please indicate compliance with the following by marking the corresponding box:

☒	This disbursement request constitutes a report in accordance with Section 4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705/4(b)(2)) and is intended to describe the progress of the project and the expenditure of the loan funds related thereto.
☒	The loan recipient is in compliance with all Standard and Special Conditions of the Loan Agreement and any subsequent Amendments executed for this loan project.
☒	No refunds, rebates, or credits have been received by the loan recipient.
☒	The loan recipient is in compliance with the wage rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3, and 5). Certified payroll records for the time period covered by the submitted invoices are being maintained and are available for review.
☒	If this disbursement contains construction costs, the Illinois Works Apprenticeship Initiative Periodic Report is included with this request. Only applies to loans issued since May 8, 2020.
☒	Engineering charges have been reviewed, and are reasonable, supported, and separated with documentation and in accordance with the approved engineering contract. The loan recipient acknowledges that no construction observation charges after the approved final completion date are eligible for loan reimbursement.
☒	Each prime contractor has current and appropriate insurance coverage including workman's compensation, public liability and property damage, fire, and extended coverage including "All Risk" type of Builder's Risk Insurance.
☒	Flood insurance has been acquired and maintained on eligible insurable structures under construction pursuant to the National Flood Insurance Act of 1968, as amended; or official exclusion from flood insurance requirements has been received from the Federal Emergency Management Agency; or there are no insurable structures located within a flood plain.
☐	This is a first or final disbursement request and the additional checklist has been completed and submitted.

PLEASE COMPLETE, PRINT, SIGN, SCAN, AND EMAIL TO EPA.LOANMGMT@ILLINOIS.GOV

I hereby certify that this request for disbursement is, to the best of my knowledge and belief, a true and accurate request for disbursement, that it is made in accordance with the conditions of the loan for the project, and that I am authorized to request disbursement on behalf of the borrower.

SIGNATURE OF
AUTHORIZED
REPRESENTATIVE:
PRINT OR TYPE:

John Hasten

DATE:

Mayor

TITLE:

Contractor's Application for Payment No. 7

Application Period: February & March		Application Date: 3/25/2026
To (Owner): City of Marshall	From (Contractor): B&T Drainage, Inc.	Via (Engineer): Farnsworth Group
Project: Lead Service Replacement	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 2401728.001

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$32,813.00	
TOTALS	\$32,813.00	
NET CHANGE BY CHANGE ORDERS	\$32,813.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,960,440.00
2. Net change by Change Orders.....	\$	\$32,813.00
3. Current Contract Price (Line 1 + 2).....	\$	\$1,993,253.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$1,743,445.00
5. RETAINAGE:		
a. 10% X \$1,743,445.00 Work Completed.....	\$	\$174,344.50
b. 10% X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$174,344.50
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$1,569,100.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$1,161,655.61
8. AMOUNT DUE THIS APPLICATION.....	\$	\$407,444.89
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$424,152.50

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: John Boyer Date: 3/25/2026

Payment of: \$ 407,444.89
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Balalac Healy 4/8/26
 (Engineer) (Date)

Payment of: \$ 407,444.89
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's A

For (Contract): City of Marshall								Application Number: 7			
Application Period: February - March								Application Date: 3/25/26			
A						B	C	D	E	F	
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	Water Service Connection to Existing Main 3/4"	300	EA	\$2,892.00	\$867,600.00	257	\$743,244.00		\$743,244.00	85.7%	
2	Water Service Connection to Interior of House/Business	280	EA	\$1,900.00	\$532,000.00	215	\$416,100.00		\$416,100.00	78.2%	
3	Water Service Connection to Exterior of House/Business	20	EA	\$690.00	\$13,800.00	20	\$13,800.00		\$13,800.00	100.0%	
4	Water Service Pipe 3/4" - Open Cut	4,600	LF	\$28.05	\$129,030.00	4600	\$129,030.00		\$129,030.00	100.0%	
5	Water Service Pipe 3/4" - Directionally Drilled	9,369	LF	\$28.05	\$262,800.45	9369	\$262,800.45		\$262,800.45	100.0%	
6	Tracer Wire	13,041	LF	\$0.55	\$7,172.55	13041	\$7,172.55		\$7,172.55	100.0%	
7	Connections at Meter Pit	300	EA	\$597.00	\$179,100.00	284	\$169,548.00		\$169,548.00	94.7%	
8	Verify Service- Exploratory Dig or Hydro Excavation	5	EA	\$350.00	\$1,750.00	5	\$1,750.00		\$1,750.00	100.0%	
Totals					\$1,993,253.00		\$1,743,445.00		\$1,743,445.00	87.47%	



Nancy Smitley
City of Marshall
201 South Michigan
P.O. Box 298
Marshall, IL 62441

April 8, 2026
Project No: 02401728.001
Invoice No: 268450
Due Date: May 8, 2026

Invoice Total \$38,848.35

Project 02401728.001 Marshall Lead Service Replacement 2024

Professional Services for Period Ending March 20, 2026

Phase 01 Design and Loan Application

Professional Services

Total Fee	50,000.00		
Percent Complete	100.00	Total Earned	50,000.00
		Previous Fee Billing	50,000.00
		Current Fee Billing	0.00
		Total Fee	0.00

In House Expenses

Mileage		79.75	
Total In House Expenses		79.75	79.75

Subtotal this Phase \$79.75

Phase 02 Field Observation & Loan Administration

Professional Services

	Hours	Rate	Amount	
Engineering Associate I	93.25	151.00	14,080.75	
Engineering Associate II	29.00	167.00	4,843.00	
Project Engineer	10.00	203.00	2,030.00	
Sr. Engineering Manager	24.00	286.00	6,864.00	
Technician II	78.00	135.00	10,530.00	
Totals	234.25		38,347.75	
Total Professional Services				38,347.75

Reimbursable Expenses

Mileage	40.60	
Postage, Shipping, & Delivery	55.45	
Total Reimbursables	96.05	96.05

In House Expenses

Mileage	324.80	
Total In House Expenses	324.80	324.80

Please Remit Payment to: Farnsworth Group, Inc. P.O. Box 843219, Kansas City, MO 64184-3219

Please include FGI invoice number on check.

For Billing Inquiries, please call: 309-663-8435 or 314-962-7900

1 1/2% Interest Monthly After 30 Days

www.f-w.com

FEIN# 37-1123236

Please submit all other correspondence to: Farnsworth Group, Inc. 200 West College Avenue, Suite 301, Normal, IL 61761 Attn: Accounts Receivable

Project	02401728.001	Marshall Lead Service Replacement 2024		Invoice	268450
Billing Limits		Current	Prior	To-Date	
Total Billings		38,768.60	163,790.00	202,558.60	
Limit				226,000.00	
Remaining				23,441.40	
Subtotal this Phase				\$38,768.60	
Total this Invoice				\$38,848.35	

Outstanding Invoices

Number	Date	Balance
267334	2/16/2026	55,350.50
Total		55,350.50

Please Remit Payment to: Farnsworth Group, Inc. P.O. Box 843219, Kansas City, MO 64184-3219

Please include FGI invoice number on check.

For Billing Inquireis, please call: 309-663-8435 or 314-962-7900

1 1/2% Interest Monthly After 30 Days

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Billing Backup

Wednesday, April 8, 2026

Farnsworth Group, Inc.

Invoice 268450 Dated 4/8/2026

9:46:07 AM

Project	02401728.001	Marshall Lead Service Replacement 2024	
Phase	01	Design and Loan Application	
Professional Services			0.00

In House Expenses

Mileage				
2/3/2026		110.0 Miles @ 0.725	79.75	
Total In House Expenses			79.75	79.75
			Subtotal this Phase	\$79.75

Phase	02	Field Observation & Loan Administration	
Reimbursable Expenses			
Mileage			
EX 000000126545	3/19/2026	Hermann, Ciarrah	40.60
Postage, Shipping, & Delivery			
EX 000000125733	2/20/2026	Deters, Matthew	16.20
EX 000000126539	3/11/2026	Deters, Matthew	39.25
Total Reimbursables			96.05

In House Expenses

Mileage				
2/9/2026		110.0 Miles @ 0.725	79.75	
2/10/2026		110.0 Miles @ 0.725	79.75	
2/11/2026		110.0 Miles @ 0.725	79.75	
3/9/2026		60.0 Miles @ 0.725	43.50	
3/10/2026		58.0 Miles @ 0.725	42.05	
Total In House Expenses			324.80	324.80
			Subtotal this Phase	\$38,768.60
			Subtotal this Project	\$38,848.35
			Total this Report	\$38,848.35

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BRIDGEWELL RESOURCES™

Utility & Construction Division
P.O. Box 231082
Tigard, OR 97281-1082 USA
Tel: 800-605-3513
Fax 503-238-2642
www.bridgewellresources.com

INVOICE

0264353401

Invoice Date: 03/24/26
Account #: CITYO371 0001
Branch/Division: 25502001
Phone #: (217)826-8087

Page: 1 of 1

PLEASE REMIT TO:

CHECKS	ACH & WIRES
Bridgewell Resources LLC PO Box 209649 Dallas, TX 75320-9649	Wells Fargo Bank, NA Acct#: 4123821720 ABA #: 121000248 Swift #: WFBUS6S

BILL TO:

City of Marshall
PO Box 298
Marshall, IL 62441

SHIP TO:

City of Marshall
201 S Michigan Ave
Marshall, IL 62441

Please note, for security reasons, any request by Bridgewell to change our payment remittance address or bank account will involve a two-stage authentication process with both written communication (not via email) and a separate telephone call confirmation.

P.O.#: Verbal Jason		Job #:	Ordered By:	Invoice Type: Direct	
Ship Date: 03/20/26		Ship Via: Truck	B/L #:	Orig. Inv #:	
Frt. Term: Origin/FrtPpd		Ref. #:	Sales Agent: JGengler		
Named Place:					

QUANTITY SHIPPED	UOM	ITEM / DESCRIPTION	CONVERTED QUANTITY	PRICE / UOM	EXTENDED AMOUNT
		BL 914A Poles to be: Southern Pine Per ANSI 05.1 Treated DCOI .15 Per AWPA Specs. RUS M-20 Framed WQC Inspected Delivered and boom unloaded on site in Marshall, IL			
6	PC	UPOSPDC01045 1/45 Southern Pine, DCOI	6.0000	1,037.00 PC	6,222.00
6	PC	UPOSPDC02040 2/40 Southern Pine, DCOI	6.0000	744.00 PC	4,464.00
		Subtotal			10,686.00

Payment Terms: Net 30 days ADI Due Date: 04/23/26

PAYMENT METHOD: Check / Wire / ACH

TOTAL DUE: \$ 10,686.00

Invoice payable in U.S. Funds unless otherwise noted. To ensure proper credit, please include invoice number with your payment. A service charge equal to the lesser of 1.5% per month or the maximum rate allowed by law will be assessed on past due accounts. Any deduction made from this invoice will be rejected unless approved by our office before your deduction is made. No authorization for a deduction will be made by our office unless a complaint is registered within five (5) business days after arrival of shipment. These commodities are licensed by the U.S. for ultimate destination to the above port. Diversion contrary to the U.S. law prohibited. This is your original invoice and the only copy you will receive. E.&O.E. This sale is subject to the terms and conditions of our Order Acknowledgment issued in connection with this sale.