AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HANSON PROFESSIONAL SERVICES INC. IN AN AMOUNT NOT TO EXCEED $145,500.00 FOR DATA COLLECTION AND INVESTIGATION ACTIVITIES REGARDING THE LAKESIDE AND DALLMAN ASH PONDS PRE-CLOSURE DATA COLLECTION PROJECT AND AUTHORIZING THE USE FROM THE ENVIRONMENTAL AND REGULATORY INITIATIVES AND REBATE FUND (ERIRF) FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes execution of a Professional Services Agreement with Hanson Professional Services Inc. ("Hanson") in an amount not to exceed $145,500.00 for data collection and investigation activities that will inform the Utilities' surface impoundment closure activities at the Lakeside and Dallman Ash Ponds, and

WHEREAS, this will include planning and preparation for dewatering the ponds and evaluating cover options, and

WHEREAS, Hanson has extensive knowledge and experience with the ash pond closure methods and requirements as well as expansive historical knowledge of the Utilities' site, and

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

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

WHEREAS, per Ordinance 221-06-16, expenses from the ERIRF Fund require approval by the Mayor and City Council, and

WHEREAS, it is in the best interest of the City to authorize payment of $145,500.00 from the ERIRF fund for the Hanson project for the Dallman Ash Ponds Pre-Closure Data Collection Project.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of a Professional Services Agreement with Hanson in an amount not to exceed One Hundred Forty-Five Thousand Five Hundred Dollars and No Cents ($145,500.00) for data collection and investigation activities regarding the Lakeside and Dallman Ash Ponds.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute the above-referenced Professional Services Agreement with Hanson on behalf of the Office of Public Utilities.

Section 3: The City Council hereby authorizes the use of funds from the ERIRF fund in the amount of One Hundred Forty-Five Thousand Five Hundred Dollars and No

Cents ($145,500.00) for Hanson for data collection and investigation activities regarding the Lakeside and Dallman Ash Ponds.

Section 4. The Office of Budget and Management is hereby authorized and directed to pay Hanson in the total amount not to exceed One Hundred Forty-Five Thousand Five Hundred Dollars and No Cents ($145,500.00) from 102-100-CA-3222-2306, in accordance with the terms of the agreement.

Section 5. This Ordinance is being adopted pursuant to the City's home rule authority and shall be in full force and effect from and after its passage and recording with the Office of the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

_____
MAYOR

ATTEST: _____

Approved as to legal sufficiency: 5/14/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-183

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

# MEMORANDUM

**TO:** Michelle Carlisle

**FROM:** Anthony Quinones – Central Purchasing

**DATE:** May 13, 2024

**SUBJECT:** Professional Services Determination

**I have reviewed the Ordinance Fact Sheet to Hanson Professional Services Inc. ("Hanson"), to perform direct data collection and investigation activities regarding the Dallman Ash Ponds Pre-Closure Data Collection in an amount not to exceed $145,500.00 for CWLP - Office of Public Utilities.**

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

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

2024-183

HANSON
ENGINEERING | PLANNING | ALLIED SERVICES

PH 217-788-2450
HANSON-INC.COM

1525 South Sixth Street
Springfield, Illinois 62703

April 18, 2024

Mr. Mike Gorsek
General Superintendent of Generation
City Water, Light and Power
3100 Stevenson Drive
Springfield, IL 62703

RE: Proposal for Professional Services
Preparation for Closure
Dallman and Lakeside Ash Ponds
City Water, Light and Power
Hanson Project No. 24E0022_00P

Dear Mr. Gorsek:

Hanson Professional Services Inc. (Hanson) is pleased to provide this proposal for the City Water, Light and Power (CWLP) Dallman and Lakeside Ash Ponds. The goal of this proposal is to begin the initial investigation and testing needed to assist with the closure of the two ash ponds.

## SCOPE OF SERVICES

The Scope of Services for this project begins the process of advancing work to a point where an NPDES permit modification could be submitted to the Illinois Environmental Protection Agency Bureau of Water (BoW) that would allow the discharge of "unwaters" (open bodies of water on the surface of the ash ponds) and "dewaters" (the pore water located within the mass of CCR).

Required services include:

1. 10 borings (5 in each ash pond) to determine thickness of ash in each pond and collect samples for any geotechnical data needed for the final cover. Hanson will request CWLP assistance in getting access to the selected boring locations.
2. Install pairs of wells (one shallow at ±24 feet and one deep at ±45 feet) adjacent to three of the borings in each ash pond to evaluate the dewaters chemical makeup in preparation for developing an antidegradation analysis to update the NPDES permit discharges at Outfall 004.
3. Sample, on a quarterly basis, the wells and any surface water bodies for the constituents that need to be sampled at Outfall 004.
4. Prepare an interim antidegradation analysis using only the first two quarters of results. This interim analysis could be used as an initial submittal to BoW.
5. Revisit the antidegradation analysis upon the completion of four quarters of sampling data and submit the results to BoW.
6. Prepare a preliminary alternatives analysis to evaluate up to three final cover alternatives; vegetative composite cover, artificial turf cover, and integrated solar/turf cover.



2024-183

The next phases of this project (not part of this proposal) would entail the following:

1. Select the preferred final cover option.
2. Utilize the lidar data collected in 2023 to begin dewatering, earthwork, and drainage designs.
3. In the design phase, optimize CCR consolidation versus site drainage requirements and discharge locations, including the required mixing of lime sludge and ash to meet seismic stability requirements.
4. Slope stability evaluations that look at ash pond stability during dewatering and post-construction.
5. Begin dewatering activities.
    a. Unwaters or surface water – allowed with current NPDES permit.
    b. Dewaters or pore water – will require approval from Illinois EPA for antidegradation report and NPDES modifications.
6. Begin grading and possibly CCR consolidation in preparation of final cover system.
7. Install selected final cover system that meets the requirements of 35 IAC 845.750.
8. Prepare the closure report and closure certification as required by 35 IAC 845.760(e).

**ESTIMATE OF COST**

Mr. Matt Heyen, P.E. will be the Project Manager and Mr. Dan Whalen, P.E. will be the Project Principal for this project. Hanson may use other staff as needed to complete this project.

Costs for the piezometer installation, pond water sampling/analyses, antidegradation analysis, and final cover cost-benefit study are estimated to be $145,500 (one hundred forty-five thousand five hundred dollars), which includes approximately $89,500 (eighty-nine thousand five hundred dollars) in subcontractor fees.

We appreciate the opportunity to provide this proposal and look forward to continuing working with you on this important project. Please contact me at (217) 747-9260 if you have any questions or need additional information.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

Matt Heyen, P.E.
Assistant Vice President

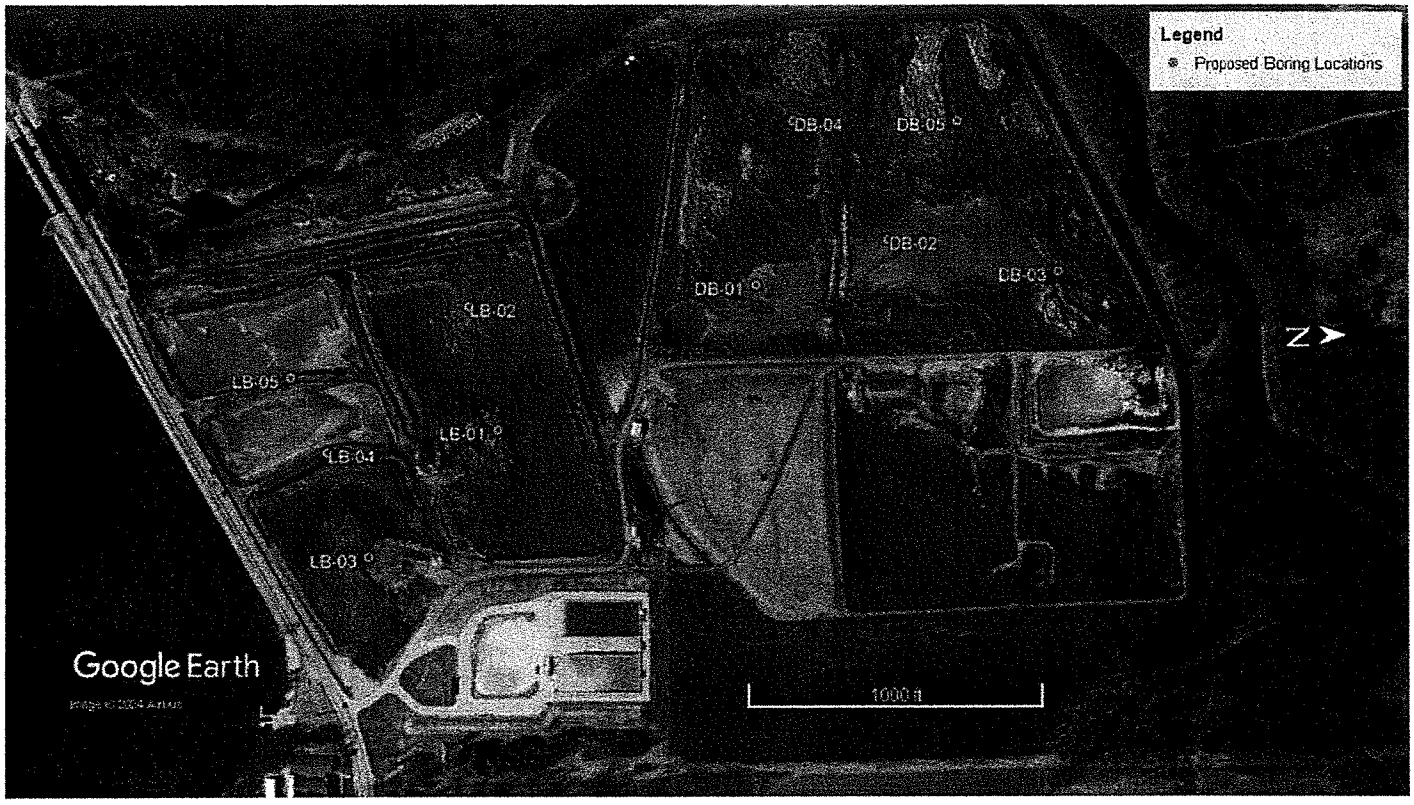
Enclosure: Figure 1. Proposed Boring Location Map
Hanson Antidegradation and Ash Pond Closure Project Reference



HANSON

2024-183

I:\24jobs\24E0022_00\Admin\03-Proposal\BoringLocationMap.srf




© Hanson Professional Services Inc., 2024

HANSON
Hanson Professional Services Inc.

PROPOSED BORING LOCATION MAP

DALLMAN AND LAKESIDE ASH PONDS
CITY WATER, LIGHT AND POWER
SPRINGFIELD, SANGAMON CO., ILLINOIS

HANSON NO. 24E0022_00 FIGURE NO. 2

2024-183




## AMEREN HUTSONVILLE ASH POND D CLOSURE

**HUTSONVILLE, IL**

**Owner**
AmerenEnergy Medina Valley Cogen LLC
3700 S. Lindbergh Blvd.
Sunset Hills, MO 63127

Hanson completed construction and permitting documents, including a detailed closure plan for capping of the inactive Ash Pond D at Ameren's Hutsonville Power Station. Closure was complicated by site-specific environmental regulations (Title 35, Illinois Admin. Code, Part 840), groundwater impacts, the adjoining Wabash River, and limited construction space. Illinois Environmental Protection Agency and Department of Natural Resources permitting was required for the project. This project represented the first ash pond in the country closed in accordance with regulatory requirements.

Hanson also provided hydrogeologic and engineering services to design a cutoff/collection trench to intercept and collect groundwater along a half-mile of the Plant's property boundary. The closure includes short term and long term monitoring of groundwater to determine equilibrium time estimates, background water quality evaluations, groundwater statistical trend analyses, and contingency plans for unplanned constituent spikes.

In addition, Hanson designed a cap for the 22 acre pond. The design included site regrading, installation of a HDPE geomembrane and 3-feet of soil cover. The closure design also incorporated appropriate runoff controls for long-term stability, NPDES compliance, and restricts surface water infiltration into the ash.



2024-183




## AMEREN HUTSONVILLE ASH PONDS A, B, AND C CLOSURES

**HUTSONVILLE, IL**

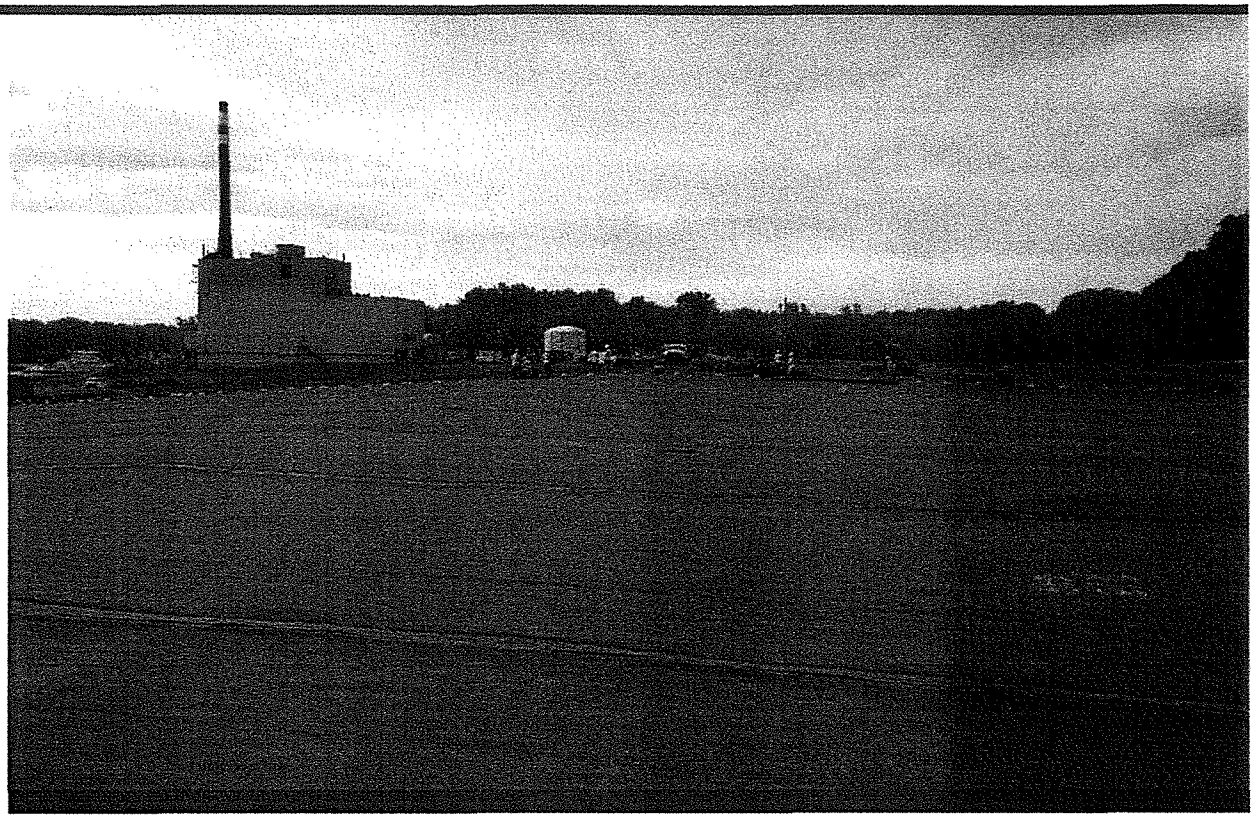
**Owner**
AmerenEnergy Medina Valley Cogen LLC
3700 S. Lindbergh Blvd.
Sunset Hills, MO 63127

Following the successful closure of Ash Pond D, Hanson was retained to prepare construction and permitting documents for the closure of Ash Ponds A, B and C, and the Bottom Ash Pond at Ameren's Hutsonville Power Station. Detailed closure plans for Ash Pond A included site regrading, installation of a HDPE geomembrane and 3-feet of soil cover. The closure design also incorporated substantial runoff controls for long-term stability. The remaining four (4) ash ponds were clean-closed by removal of all ash and liner products, limiting long-term monitoring to just one site.

Closure was complicated by pending environmental regulations, groundwater impacts, and the adjoining Wabash River.



2024-183



## PRAIRIE POWER PEARL POWER STATION ASH POND CLOSURE

**PEARL, IL**

**Owner**
Prairie Power, Inc.
3130 Pleasant Run
Springfield, IL 62711

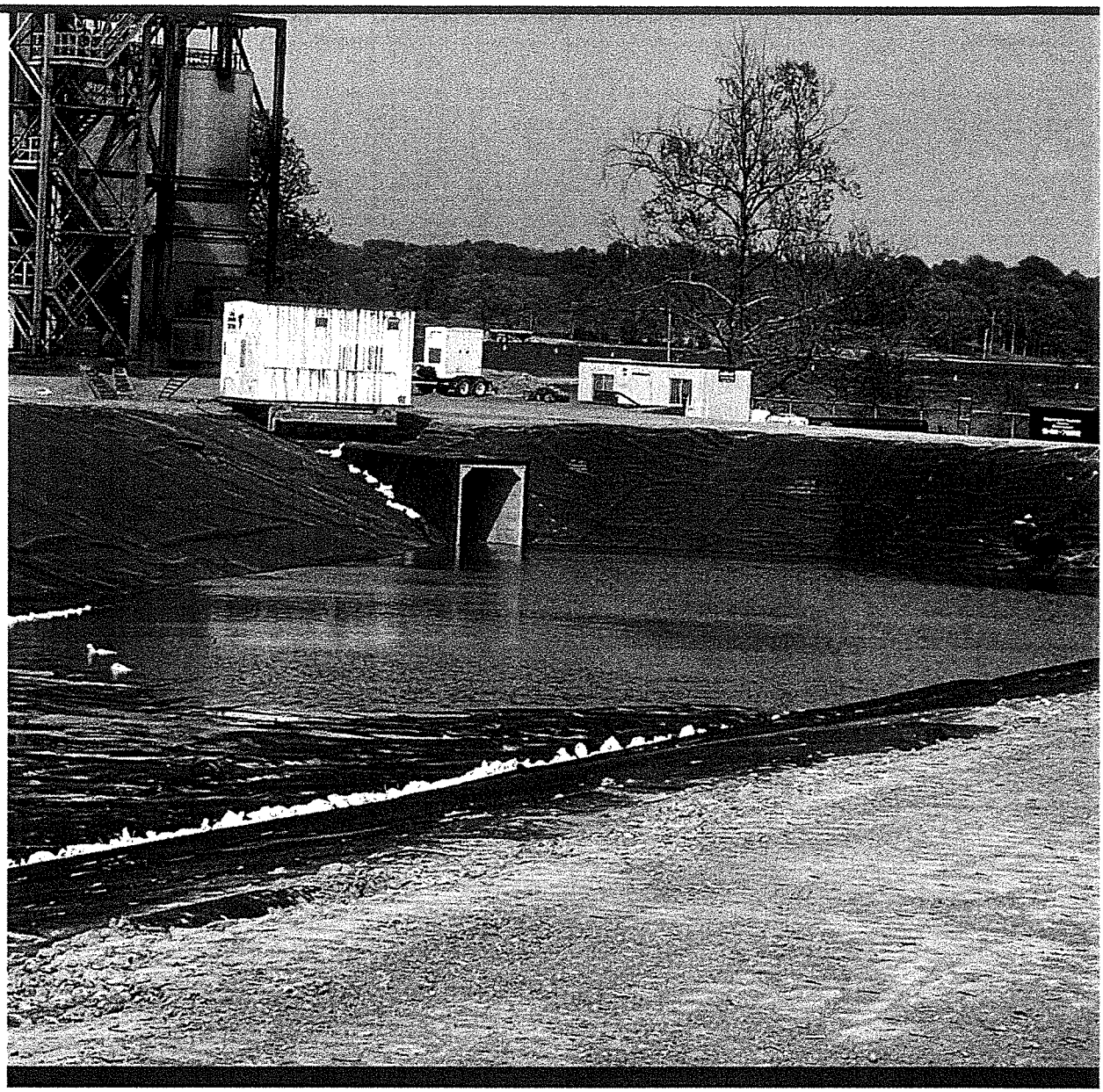
Hanson prepared plans and specifications for bidding and other documents required for Illinois Environmental Protection Agency and Illinois Department of Natural Resources permitting for a cap to close the 16 acre ash pond at this retired coal-fired power plant. Hanson assisted with reviewing contractor bids, and provided construction observation and quality assurance services on the project. We also performed inspection of disturbed areas of the construction site in accordance with General NPDES Permit No. ILR10. The design included site regrading, installation of a HDPE geomembrane and 3-feet of soil cover. The closure design also included appropriate runoff controls for long-term stability, NPDES compliance, and restricts surface water infiltration into the ash.

The closure was complicated by environmental regulations, groundwater impacts and the adjoining Illinois River. Hanson prepared a groundwater flow and contaminant transport model (MODFLOW/MT3D) to evaluate long-term closure performance. Hanson also reviewed the quarterly groundwater monitoring data and calculated background groundwater quality standards (parametric and nonparametric statistical calculations) to evaluate closure performance.

Construction was mandated to occur during the winter and spring; therefore Hanson has working with the contractor to provide the redesign and testing of imported soil necessary to maintain the schedule despite weather conditions and flooding.



2024-183



## SOUTHERN ILLINOIS POWER COOPERATIVE EMERY POND CLOSURE DESIGN

**WILLIAMSON COUNTY, IL**

**Owner**
Southern Illinois Power Cooperative
11543 Lake of Egypt Rd.
Marion, IL 62959

The project involved the clean closed CCR Unit (Emery Pond) and adjacent FGD Loadout Area. Related tasks included evaluation of the existing groundwater monitoring system, drilled and pressure tested a 150 ft. bedrock boring to evaluate hydraulic conductivity, slug tested monitoring wells and collected soil samples for geotechnical testing. Closure required a groundwater flow (MODFLOW) and contaminant transport (MT3D) models to evaluate the length of time groundwater cleanup would take. The closed pond was retrofitted with a CCR Rule compliant composite liner system (recompacted soil with geomembrane). A perimeter toe drain was installed adjacent to the liner to prevent potential liner uplift and aid cleanup by removing groundwater. The later required updating the facility's NPDES permit. An antidegradation analysis was done to support the permit modification.



2024-183

## SOUTHERN ILLINOIS POWER COOPERATIVE MARION NPDES PERMIT MODIFICATION

**WILLIAMSON COUNTY, IL**

**Owner**
Southern Illinois Power Cooperative
11543 Lake of Egypt Rd.
Marion, IL 62959

Hanson provided services to update the National Pollutant Discharge Elimination System (NPDES) permit for the Southern Illinois Power Cooperative (SIPC) Marion Station, located in Marion County, Illinois. Hanson conducted an antidegradation study to consider the potential impacts of short-term discharges from the Emery Pond to the South Fly Ash Pond. Hanson also prepared the necessary documentation for submission to Illinois EPA for the modification of the current SIPC permit for the short-term discharge of untreated liquids from Emery Pond.

## SOUTHERN ILLINOIS POWER COOPERATIVE U4 CLOSING WATER MANAGEMENT PLAN

**WILLIAMSON COUNTY, IL**

**Owner**
Southern Illinois Power Cooperative
11543 Lake of Egypt Rd.
Marion, IL 62959

Hanson evaluated the existing ponds that support the soon to be closed Marion Power Plant, Unit 4 shutdown and pond decommissioning.

## SOUTHERN ILLINOIS POWER COOPERATIVE POND ASSESSMENT FOR CCR MATERIAL

**WILLIAMSON COUNTY, IL**

**Owner**
Southern Illinois Power Cooperative
11543 Lake of Egypt Rd.
Marion, IL 62959

Hanson was asked to evaluate the presence of coal combustion residuals (CCR) at the NPDES pond system at SIPC. Borings were advanced adjacent to each pond or in berms separating ponds. Samples were visually inspected and photographed. Samples were then analyzed for the presence of CCR indicator parameters.

## SOUTHERN ILLINOIS POWER COOPERATIVE POND BATHYMETRIC SURVEY

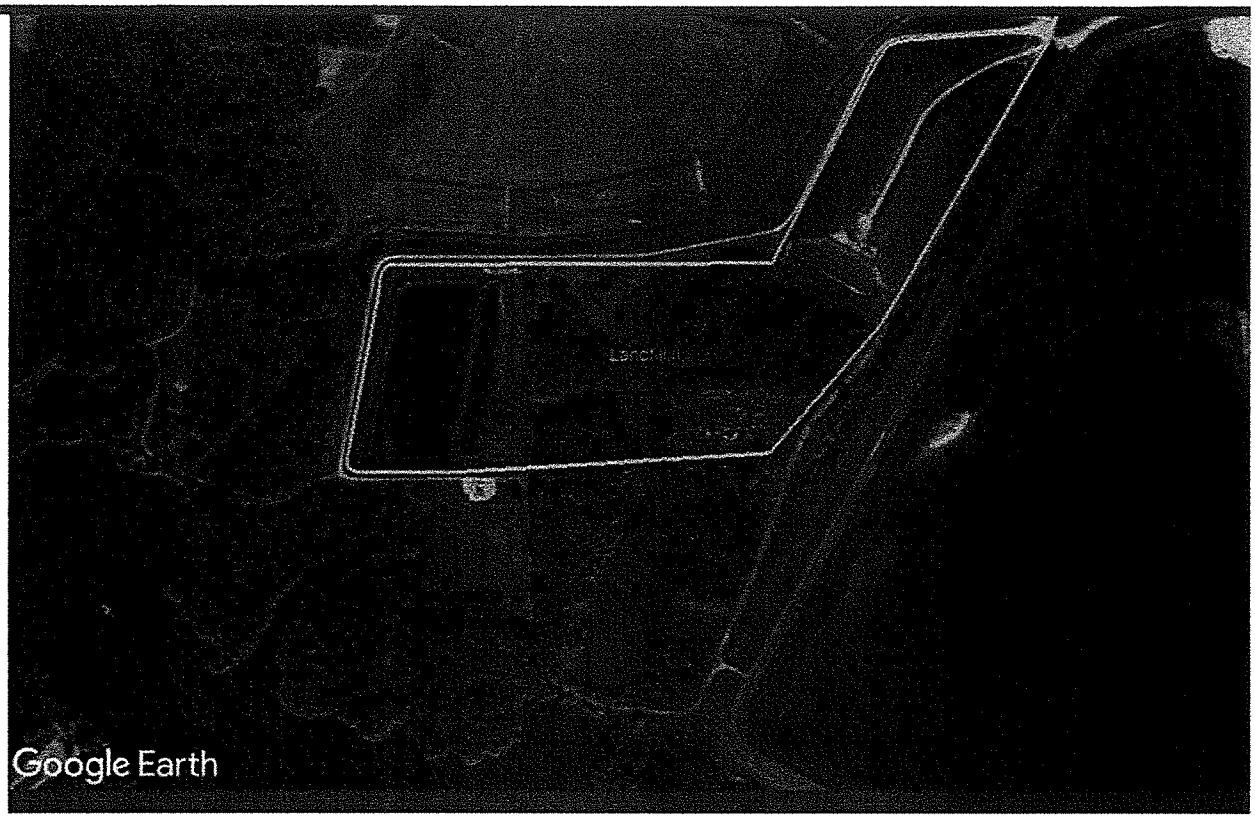
**WILLIAMSON COUNTY, IL**

**Owner**
Southern Illinois Power Cooperative
11543 Lake of Egypt Rd.
Marion, IL 62959

Hanson subcontracted for a dual-channel bathymetric survey of the NPDES pond system at SIPC. Hanson analyzed the data and created low frequency and high frequency surfaces from the bathymetry data. One surface was subtracted from the other to create a map of the sediment thickness in each pond. These thickness maps were then used to devise a sampling plan. Samples were collected from a small boat using a clam-shell sampler at each pond and analyzed for the indicators of the presence of coal combustion residuals (CCR). A portion of the sediment samples were also sent to a subcontractor for visual evaluation of CCR.



2024-183




## NEWTON POWER STATION LANDFILL FINAL COVER PLANNING, DESIGN, BIDDING SUPPORT AND CQA

**NEWTON, IL**

**Owner**
Vistra Corp.
200 W. John Carpenter Freeway
Irving, TX 75039

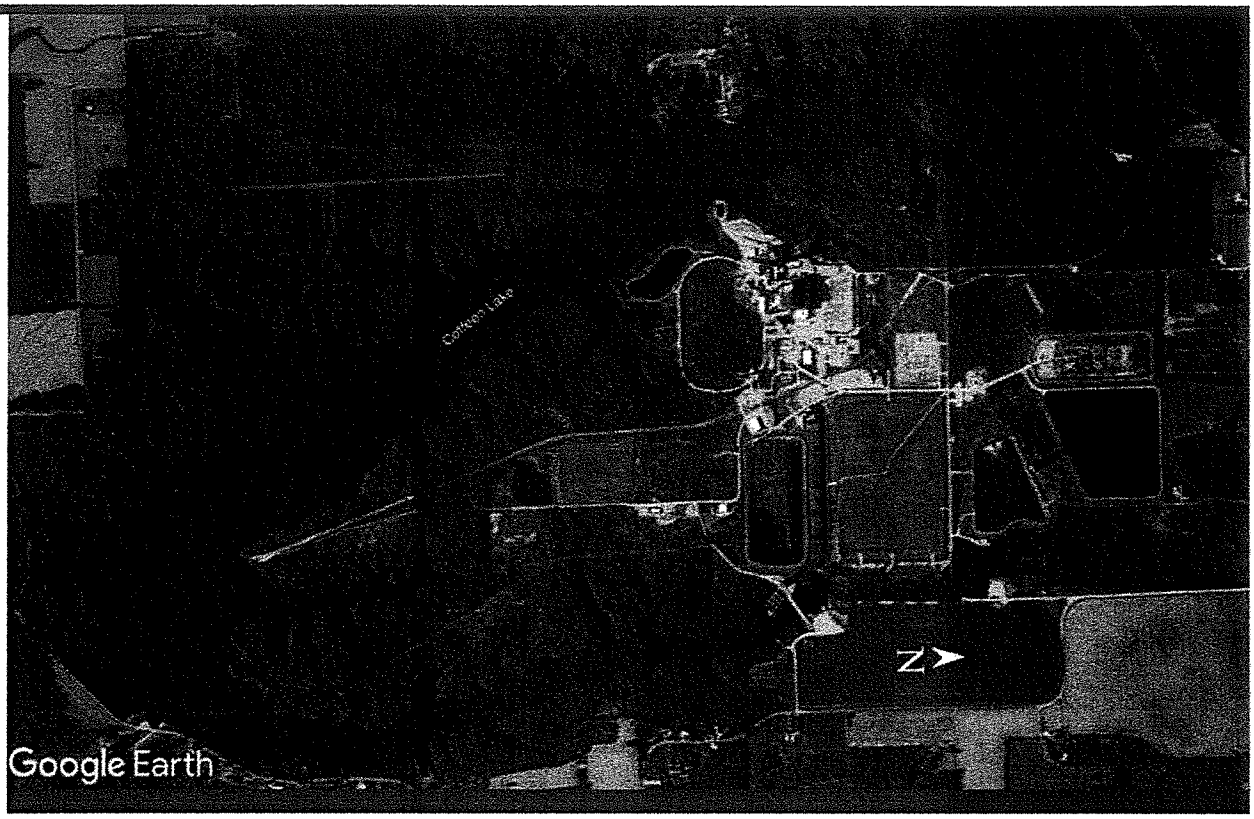
Hanson provided final cover planning document for Dynegy's CCR landfill at the Newton Power Station. Hanson performed an evaluation of the existing landfill topographic conditions, based upon an updated topographic survey. and evaluated the necessary cuts and fills of in-place CCR materials to achieve final CCR placement elevations in particular areas of the landfill.

Hanson prepared a final cover system design for the Newton Landfill based on Alternative A from the planning effort performed by Hanson and provided to Dynegy. The design included considerations for the storm water from the closed landfill area and featured to promote proper routing of this water. In addition management of the storm water from the final cover, Hanson's design also considered management of the CCR-contact water from the open areas of the landfill.

Hanson provided final cover bid process support and construction quality assurance (CQA) for Vistra's coal combustion residual (CCR) landfill at the Newton Power Station. The project's scope of services encompassed construction bidding support; conducting CQA activities, including observation of final ash grading, installation of geomembrane and geocomposite drainage layers and vegetative soil cover, reviewing contractor submittals for geomembrane and geocomposite drainage layer materials and providing third-party prequalification and field installation conformance testing of the geomembrane materials before construction and during field installation; and preparing a storm water pollution prevention plan for the final cover borrow areas and landfill project area.



2024-183




## COFFEEN POWER STATION ANTIDEGRADTION STUDY AND WASTWATER TREATMENT

**COFFEEN, IL**

**Owner**
Vistra Corp.
200 W. John Carpenter Freeway
Irving, TX 75039

Future coal combustion residual (CCR) surface impoundment closures at Coffeen required dewatering of the in-place CCR materials and the removal of free water (unwatering), prior to construction of a final cover system in accordance with the federal CCR rule. Hanson performed an antidegradation study to discharge two new contributory wastewater streams after treatment to Coffeen Lake. The antidegradation study was needed as part of the NPDES Permit application to modify the permit to allow discharge of the dewatering waters to the Coffeen Lake.

Hanson's scope of services consisted of a planning document that outlines a proposed treatment process for the removal of dissolved iron in the dewatering water of landfills 1 and 2 at Coffeen Power Station. The document outlined a proposed treatment method for removing the iron, a proposed timeline for the dewatering water in the landfills based on current estimates of 105 million combined gallons from landfills 1 and 2 and an average iron concentration of 138.41 mg/L.

Hanson also performed services related to treatment of discharge water associated with dewatering and unwatering of Ash Ponds 1 and 2 at the Coffeen Power Station. In discussions with Vistra staff, the Illinois EPA draft permit modification for the dewatering/ unwatering of Ash Ponds 1 and 2 treat the discharges as point sources. The point sources required sampling for compliance prior to discharge into the plant cooling water discharge flume as opposed to at the weir at the lake end of the discharge flume.

Hanson reviewed the discharge parameters for the draft permit modification for the dewatering and unwatering and available water quality data for surface and porewater of Ash Ponds 1 and 2. Hanson also reviewed treatment alternatives for water from Ash Pond 2 and evaluated treatment alternatives for Ash Pond 1.



2024-183




## CWLP DALLMAN STATION ENGINEERG SERVICES FOR DALLMAN WASTE WATER TREATMENT

**SPRINGFIELD, IL**

**Owner**
City Water, Light & Power
3100 Stevenson Dr.
Springfield, IL 62712

Hanson provided engineering services related to the design and construction for improvements to the treatment and disposal of the Flue Gas Desulfurization (FGD) effluent at the Dallman Station in Springfield, IL. A pre-design report was developed that included all aspects of water operations at the Unit 4 Power Plant, including the development of a water balance for the system. With the removal of units 31-33 from generation, the resulting production of sludge and the water processing needs would be dramatically reduced. Hanson not only evaluated the volume of water from the Unit 4 operations, but also the concentrations of the source flows that would eventually be combined into the newly designed lime sludge treatment facility. During the data gathering phase of the project, Hanson conducted on-site flow testing of several force mains and one gravity sewer to confirm water balance calculations. This site data was compared against known flow meters at the plant and then historical data during Unit 4 operations was used to develop rating tables for water usage at varying operation capacities. This provided CWLP with a blueprint for the future water usage and waste anticipated from Unit 4. A key element of this was the FGD Waste Water Treatment Plant and the sludge blowdown produced from the gypsum production process. Modifications were made to the existing FGD Waste Water Treatment Plant as well as construction and installation of new equipment and systems to treat and process FGD sludge and blowdown.



2024-183




## CWLP LIME POND 100% PLANS

**SPRINGFIELD, IL**

**Owner**
City Water, Light & Power
201 East Lake Shore Dr.
Springfield, IL 62712

Hanson provided engineering services for the relocation or replacement of the CWLP Water Purification Plant's three waste lime ponds. The waste lime ponds are constructed on top of fly ash fill at the Lakeside ash ponds. Due to impending CCR/ELG rules, the fly ash ponds will need to be closed in the future; therefore, the waste lime ponds needed to be relocated. Hanson confirmed process waste quantities and collaborated with the client on historical data regarding flows and solids concentrations for the various waste streams tributary to the waste ponds. Waste handling facility sizing information was confirmed, and Hanson proceeded to size the basins based on Ten States Standards as well as evaluated alternative sizing through coordination with the Owner on an Owner defined level of comfort on storage volume coupled with the ability to dispose of the lime sludge year round. Recommendations and conclusions provided by the report were verified, which included reviewing design assumptions, reviewing opinions of probable construction costs, evaluating present worth costs based on actual operation and maintenance costs as well as evaluating the feasibility of each alternative based on potential changes to the Coal Combustion Residuals (CCR) rules as the proposed rules may disqualify several of the proposed alternatives.

The final design included self-supporting reinforced concrete walls for the settling tanks and a compacted clay liner and geomembrane system. Underground tile systems were installed to limit water surcharge issues and to collect any water that would bypass the concrete and liner systems. New pumps were installed at the wet well to transport the water nearly half a mile to the new lime pond locations, with variable level discharge gates installed within each cell. The design of the system incorporated safety overflows in each cell and between the cells as well.



2024-183

# ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 05-21-24
ORDINANCE REQUEST NUMBER: ____

## DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

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

## BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $145,500.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: Existing staff will coordinate contractual engineering services with the vendor.

TYPE OF ORDINANCE: Professional Services

ACCOUNTING INFORMATION: 102-100-CA-3222-2306

PRIOR ORDINANCE INFORMATION: Not Applicable

## VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Hanson Professional Services Inc. CONTRACT AMOUNT: $ 145,500.00
(Original Amount ~~if Change Order~~)
CONTRACT TERM: n/a TYPE OF AWARD: Professional Services

CHANGE IN SCOPE ___ Y _X_ N CHANGE ORDER # N/A ADDT'L AMOUNT $ 0.00

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

This Ordinance approves and authorizes the execution of a Professional Services Agreement with Hanson Professional Services Inc. ("Hanson") in an amount not to exceed $145,500.00. Hanson is to perform and direct data collection and investigation activities that will inform the Utilities' of surface impoundment closure activities at the Lakeside and Dallman Ash Ponds. This will include planning and preparation for dewatering the ponds and evaluating cover options.

Hanson has extensive knowledge and experience with the ash pond closure methods and requirements as well as expansive historical knowledge of the Utilities' site.

The reimbursement cost for the Electric Fund is in the amount of $145,500.00 and is being paid from the Environmental and Regulatory Initiatives and Rebate Fund (ERIRF).

Previously, Ordinance 221-06-16 was passed approving a change to the City of Springfield's Code of Ordinances, Chapter 50 Electric Utility, by adding a provision to Ch. 50.19(g) ERIRF which states that any expenses from the ERIRF Fund shall only be used for costs of environmental and regulatory initiatives or customer rebates, as determined by the Mayor and City Council. Therefore, requiring an ordinance for expenditures of this accounting line.

Hanson is a local vendor.

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

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

2024-183

2024-184

AN ORDINANCE APPROVING A SEVENTH AMENDMENT TO
STATEMENT OF WORK NUMBER 1 WITH CGI TECHNOLOGIES AND
SOLUTIONS, INC. FOR ERP AND MAXIMO UPGRADES,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance amends Statement of Work Number 1 ("SOW No.1") with CGI Technologies and Solutions, Inc. ("CGI") to extend out the benchmark, and

WHEREAS, Ordinance 314-09-15 approved an agreement with CGI for ERP and Maximo upgrades, and

WHEREAS, there have been numerous amendments to this original agreement. The amendments have extended the benchmark dates, supported post "the go-live" initiatives, and to have reduced the number of consulting hours from 4,037 to 2,000, and

WHEREAS, this Seventh Amendment to SOW No. 1 extends the benchmark date until December 31, 2024, and does not require any funding increase, and

WHEREAS, a copy of the Seventh Amendment to SOW No. 1 shall be on file with the Office of the City Clerk.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of the Seventh Amendment to SOW No. 1 with CGI.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute the said Seventh Amendment of SOW No. 1 on behalf of the City of Springfield Office of Public Utilities.

Section 3. This Ordinance is being adopted under the City's home rule authority and shall be in full force and effect from and after its passage and recording with the City Clerk.

PASSED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____

SIGNED: _____, 2024

_____
MAYOR

Approved as to legal sufficiency:

5/14/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-184

CGI

**AMENDMENT No. 7 to STATEMENT OF WORK No. 1**

This Amendment No. 7 modifies the September 30, 2015 Statement of Work Number 1 ("**SOW**") issued pursuant to the 2015 Master Services Agreement (the "**Agreement**") between the City of Springfield, Illinois ("**Client**" or "**City**") and CGI Technologies and Solutions Inc. ("**CGI**"). Except as otherwise expressly specified in this Amendment the terms and conditions of the SOW remain in full force and effect.

Section 1 of the SOW (Effective Date of the Work Request) is hereby amended to update the expiration date of the SOW from December 31, 2023, to December 31, 2024. The purpose of this extension is to allow for the continuation of the time and materials Advantage Consulting Services (i.e., 'Assist Tasks') as requested by the City for supporting the City's CGI Advantage 3.10 solution.

Agreed to and accepted by:

| CGI Technologies and Solutions Inc. **(CGI)** | The City of Springfield, Illinois, a municipal corporation **(Client)** |
|---|---|
| By: Patricia McCabe | By: GBR |
| Name: Patricia McCabe | Name: Misty Buscher |
| Title: VP Consulting Services | Title: Mayor |
| Date: 1/12/2024 | Date: |



2024-184

# ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 5/21/24
ORDINANCE REQUEST NUMBER: ____

## DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

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

## BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $ none BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: none

TYPE OF ORDINANCE: 7th Amendment to Statement of Work No. 1

ACCOUNTING INFORMATION:

PRIOR ORDINANCE INFORMATION: 314-09-15, 365-11-15, 276-07-16, 471-12-16, 516-12-17, 474-12-18, 006-01-2020, 001-01-22, and 048-02-23

## VENDOR/AWARD INFORMATION

CONTRACTOR NAME: CGI Technologies and Solutions, Inc. CONTRACT AMOUNT: $2,605,791.31
(Original Amount if Change Order)
CONTRACT TERM: thru December 31, 2024 TYPE OF AWARD: n/a

CHANGE IN SCOPE ___ Y _X_ N CHANGE ORDER # _N/A_ ADDT'L AMOUNT $_____-__

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

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

This Ordinance is the seventh amendment to the existing Statement of Work Number 1 ("SOW No. 1") with CGI Technologies and Solutions, Inc. ("CGI") to extend out the benchmark date.

Ordinance 314-09-15 approved an agreement with CGI for ERP and Maximo upgrades. There have been numerous amendments to this original agreement, primarily to extend the Work Request Date.

History: The SOW No. 1 agreement was amended by Ordinance 471-12-16 to extend the Work Request Date until October 31, 2017; Ordinance 516-12-17 extended the Work Request Date until December 31, 2018; Ordinance 474-12-18 extended the date until December 31, 2019; Ordinance 006-01-2020 supported post "go-live" initiatives, extended the Work Request Date until December 31, 2021, and reduced the number of consulting hours from the remaining 4,037 hours to 2,000 hours; and Ordinance 001-01-2022 supported post "go-live" initiatives and extended the Work Request Date until December 31, 2022, Ordinance 048-02-23 extended the Work Request Date until December 31, 2023.

This seventh amendment extends the SOW's expiration date from December 31, 2023, to December 31, 2024. This extension does not involve any funding increase.

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

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

2024-184

2024-185

AN ORDINANCE APPROVING A TELECOMMUNICATIONS CONTRACT SERVICE AGREEMENT WITH THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY ON BEHALF OF ITS SCHOOL OF MEDICINE FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield Office of Public Utilities has constructed a fiber optic telecommunications system and has been granted certificates of service authority with the Illinois Commerce Commission, and

WHEREAS, the Board of Trustees of Southern Illinois University on behalf of its School of Medicine ("SIU") wishes to establish Ethernet communications between its Springfield Campus at 315 W. Carpenter to its Express Care Facility at 3220 Atlanta Street, Springfield, Illinois, and

WHEREAS, the Office of Public Utilities will use existing fiber optics and communications infrastructure to provide 100MB Ethernet service for said connection, and

WHEREAS, pursuant to a Telecommunications Contract Service Agreement, a copy of which shall be on file with the Office of the City Clerk, SIU shall pay the City of Springfield $6,000.00 per year for the initial three-year agreement term, and

WHEREAS, SIU may elect to terminate the agreement at any time without cause, provided that it pays the remaining monthly charges for the remainder of the three-year contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of the Telecommunications Contract Service Agreement, a copy of which shall be on file with the City Clerk, between the City of Springfield and SIU for Ethernet service between its Springfield Campus at 315 W. Carpenter to its Express Care Facility at 3220 Atlanta Street, Springfield, Illinois.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Telecommunications Contract Service Agreement with SIU.

Section 3. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2024 SIGNED: _____, 2024

RECORDED: _____, 2024

_____
MAYOR

ATTEST: _____

Approved as to legal sufficiency:

5/14/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-185

# TELECOMMUNICATIONS CONTRACT
# SERVICE AGREEMENT

WHEREAS, the City of Springfield, Illinois (City), has been granted certificates of service authority by the Illinois Commerce Commission to provide facilities-based exchange telecommunications services in Sangamon County, Illinois, and interexchange telecommunications services within Illinois, and

WHEREAS, the City has filed a tariff with the Illinois Commerce Commission for local exchange telecommunications services in Sangamon County and interexchange telecommunications services within Illinois (ILL.C.C.No.1), which tariff provides for "Contract Service", and

WHEREAS,The Board of Trustees of Southern Illinois University by and on behalf of its School of Medicine, and its affiliates, shall mean any entity which, at the relevant time, is under the control of, or which controls, or is under common control with, Southern Illinois University School of Medicine (collectively "SIU") hereinafter referred to as Customer, has requested "Contract Service" from the City under the terms and conditions set forth herein.

NOW THEREFORE, it is hereby agreed to by the parties as follows:

I. **Scope of Agreement** Customer desires to establish point to point Ethernet communications between the facilities utilizing fiber optic cable. This may be achieved by utilizing existing City fiber infrastructure, or it may require the construction of new fiber facilities, or a combination thereof. The bandwidth shall be provided using the City's Ethernet network, and shall establish point to point Ethernet service at Standard Bandwidth Rates. Customer may at any time during the contract request changes to the Bandwidth Rates of the services, request additional services at the Bandwidth Rates provided in this agreement, or request removal of services subject to the terms and costs within this agreement.

## II. Services

**A. Service Requests.** During the Initial Term, Customer may, at any time, provide written request to City to add, change, or terminate, as provided in this agreement, the point to point Ethernet fiber optic connection service (Service) to the Customer's facilities. City shall, to the best of its ability, add, terminate, or change Service to the Customer's facilities within the time frames prescribed within the following paragraphs. If City is unable to reasonably perform a Service Request, City shall notify Customer



2024-185

within 30 days. Facilities detailed in Exhibit A, shall constitute an initial Service Request to provide Service to the facilities listed.

**B. New Services.** The City shall provide Service to the facilities requested by Customer within 120 days of the greater of (1) the date a Service Request is received or (2) the date the City has procured all materials, easements, and site access agreements necessary for the Service.

**C. Existing Interrupted Services.** If an existing Service has been interrupted, but City fiber remained intact, City shall provide Service to facilities within 30 days of a Service Request. Any Service Requests regarding existing interrupted Services, that may require equipment or material changes, shall be connected within 120 days of the greater of (1) the Service Request or (2) the date the City has procured all materials, easements, and site access agreements as necessary for the connection.

**D. Existing Uninterrupted Services.** If Service has not been interrupted, Service shall continue without interruption of Service to existing facilities pursuant to approval of this agreement by both parties.

**E. Termination of Services.** Customer may, at any time, request the termination of individual Services. If the request for termination of Service meets the requirements of Section V, Term and Termination, City shall terminate the Service within 30 days of receiving written notice from Customer.

**F. Addition of Services.** Customer may, at any time, request the addition of Services. The installation of additional Services is subject to the paragraphs A through C, of this section.

## III. Costs and Payments

**A. Bandwidth Costs.** Customer shall pay to City the monthly Bandwidth Cost for each Bandwidth Rate provided, as follows, for each Service:

| Bandwidth Cost | Bandwidth Rate |
|---|---|
| **$500** | **100 Mbps** |
| **$700** | **250 Mbps** |
| **$900** | **500 Mbps** |
| **$1100** | **1000Mbps** |

Customer may request, in writing, at any time, the City change the Bandwidth Rate of each Service. Within 30 days of receiving a Bandwidth Change Request, City



2024-185

shall change the Bandwidth Rate to the requested Bandwidth. Customer shall pay Bandwidth Cost of the greatest Bandwidth Rates used during a billing month; City shall not prorate monthly Bandwidth Costs within a month.

**B. Installation Costs.** Upon receiving a Service Request, City shall determine the Installation Cost. Customer shall pay for Installation Cost, as determined by the City, at the time of installation, or Customer shall pay the installation cost prorated over the remaining monthly payments of the Initial Term of this Agreement.

**C. Taxes.** City shall bill Customer for, and Customer shall pay City for, any applicable state, local, and federal taxes and franchise fees.

**D. Cost of Collection.** The Customer shall be responsible for any and all costs incurred in the collection of monies due the City, including legal and accounting expenses.

**E. Payments.** Customer shall pay to City monthly installments, in accordance with the costs City shall issue invoices for Payments no later than the 1st of each month. Customer payment is due, not later than the 15th of each month.

**IV. Operations and Maintenance Expenses**. City shall have the responsibility to maintain and repair the entire fiber optic telecommunications system.

**V. Term and Termination**

**A. Effective Date.** This term of this Agreement shall take effect upon approval by the City Council and Customer.

**B. Initial Term.** The Initial Term of this Agreement shall remain in effect for 3 (three) years from the Effective Date of this Agreement. The Initial Term shall apply to all Services listed in Exhibit A and all Services that are added during the Initial Term of this Agreement.

**C. Customer Termination with Cause.** Customer may elect to terminate this Agreement in its entirety, or any Service individually, with cause, provided that Customer shall thereupon pay the remaining monthly Installation charges, if any. Provided Customer provides evidence to City, Customer may terminate this Agreement in its entirety, or any Service individually, for the following reasons:

i. The facility utilizing Service no longer requires Ethernet, or some like service,
ii. Customer is ceasing operations at a facility, or relocating operations to a

facility at a different location,
iii. City is violating Terms of this Agreement, or
iv. City fails to provide Guaranteed Service Availability.

**D. Customer Termination without Cause.** Notwithstanding such Initial Term, Customer may elect to terminate this Agreement in its entirety, or any Service individually, without cause, provided that Customer shall thereupon pay all the remaining monthly charges for the remainder of the Initial Term, including but not limited to Installation Costs and Bandwidth Costs.

**E. City Termination** City may immediately terminate Service to Customer without request by, or prior notice to, Customer if:

i. there exists a condition dangerous or hazardous to life, physical safety or property,
ii. there is an outstanding order of a court, the Illinois Commerce Commission or other duly authorized authority directing termination, or
iii. equipment owned by City has been tampered with or used in a manner disruptive to the service of other subscribers and City has reasonable grounds to believe Customer is responsible for such tampering or use.

**F. City Disconnection for Non-Payment** City may disconnect Service to Customer without request by Customer provided it gives notice thereof at least eight (8) days prior to the proposed disconnection if Customer fails to pay the bills rendered by City in accordance with the terms set forth in this Agreement. If any notice is required under this Section, said notice shall state the date of, and the reason for, the proposed disconnection, and City's telephone number that Customer may call during regular business hours for further information.

**G. Extended Term**. After the Initial Term, this Agreement shall automatically be extended and continue on a monthly basis until terminated by either party in accordance with this Agreement (Extended Term). During the Extended Term, the terminating party shall provide a 30-day written notice of termination. Termination during the Extended Term may be without cause by either Party.

**VI. Use of Customer Property.** Customer shall provide City with a location at each facility for installation of a fiber optic distribution unit and Ethernet equipment. Customer acknowledges that City may use such distribution unit for extension of the fiber optic system to other locations or customers, and Customer agrees to permit City access to such distribution unit during normal business hours upon reasonable advance notice from City or pursuant to such procedures as hereafter established by City and Customer.



2024-185

VII. **Customer's Use of System.** During the Initial Term and Extended Term of this Agreement, Customer shall have exclusive use of the private Ethernet connection on the City's fiber optic network for which the Customer pays. The Customer may privately connect other Customer facilities at its own discretion to the Services listed on Exhibit A, or Services added during the Initial Term, to communicate across the connection provided by this Agreement.

VIII. **General Conditions.**

A. **Force Majeure.** Performance by either party shall be excused by an unforeseen occurrence beyond the control of a party which causes a delay or total or partial failure of performance by such party, including but not limited to (1) acts of God; (2) acts or failure to act on the part of any governmental authority other than City or Customer (including but not limited to changes in or enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement); (3) acts of war or public disorders, civil violence or disobedience, blockages, strikes, lockouts, labor disputes, sabotage, insurrection or rebellion; (4) floods, hurricanes, earthquakes, tornadoes, or other similar calamities; (5) explosions or fires; (6) accidents in transportation; or (7) vandalism or cable cuts.

B. **Limitations on Service**

i. The Service provided under this Agreement is offered subject to the availability of the necessary facilities and/or equipment and is subject to the terms and conditions of City's tariff.
ii. City reserves the right to discontinue Service immediately or cancel an application for Service without liability when necessitated by conditions beyond its control, when Customer and/or the end user is using the service in violation of the provisions of City's tariff or in violation of the law, for nonpayment of service or any abuse of the system.
iii. The Service provided under this Agreement may not be used for any unlawful purpose.
iv. The Service provided under this Agreement may be used for any lawful purpose for which the service is technically suited.
v. City does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

C. **Limitation of Liability**

i. Any liability of the City for damages arising out of mistakes, omissions,



2024-185

interruptions, delays, errors or defects in providing service occurring in the course of furnishing service and not caused by the negligence of Customer, commences upon activation of the service. In no event will City's liability exceed an amount equivalent to the 3-month charge to Customer for the service during which such mistakes, omissions, interruptions, delays, errors, or defects in providing service occurred.

ii. City shall not be liable for any loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any third party or persons for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any property caused or claimed to have been caused, directly or indirectly, by any act or omission of the City or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of facilities or equipment provided by the City.

iii. No agents or employees of other carriers shall be deemed to be the agent or employees of the City.

iv. Customer is required to notify City of any changes to Customer's equipment, including software controlling the equipment's function. City is not liable for interruptions in service caused by Customer's failure to notify City prior to any change.

**D. Guaranteed Service Availability** Availability is on a 24 x 7 basis and is defined to be when Customer equipment is properly configured and connected to the City equipment, that Ethernet traffic will pass between the sites. Availability time pertains to the City network equipment only and does not include the following items: Section VIII. A. (Force Majeure) of this contract, an improper configuration in Customer's network equipment, or an optical cable failure that is beyond City's control. The loss of availability time begins upon notification to the City by Customer of the loss of WAN service. If the City deems the loss of availability to be a City network equipment problem, Customer may terminate service without liability if:

i. the availability is less than 95% for any one month, or

ii. the availability is less than 98.5% each month for 3 consecutive months.

**A. <u>Notice of Termination.</u>** Any requests to terminate this Agreement shall be in writing by facsimile transmission to 217-789-2136 or by mail to the General Manager of the Office of Public Utilities for City, MCE 4th Floor, 800 E. Monroe Street, Springfield, IL 62757 and to Customer at: Director of Procurement Services. Southern Illinois University School of Medicine. PO Box 19603 Springfield, IL 62794- 9605.



2024-185

CITY OF SPRINGFIELD, ILLINOIS

By: _____
Misty Buscher, Mayor GEM

Attest: _____
Frank Lesko, City Clerk

Board of Trustees of Southern Illinois University

By: Daniel Mahony by Shannon Reed Digitally signed by Daniel Mahony by Shannon Reed Date: 2024.04.30 17:10:59 -05'00' *Per attached SPAA
Shannon Reed
Director of Procurement Services
SIU School of Medicine, for
Daniel Mahony, President
Southern Illinois University



2024-185

2024-185

2/23/2024

# Exhibit A

| Connection number | Point A | | Point B | | Service Start Date | Term of Service (Years) | Type of Service | Yearly Rate | Installation Charge |
|---|---|---|---|---|---|---|---|---|---|
| | Site Name | Address | Site Name | Address | | | | | |
| 1 | SIU Springfield Campus | 315 W. Carpenter Springfield, IL | SIU Medicine N. Dirksen Express Care | 3220 Atlanta Springfield, IL | 5/1/2024 | 3 | 100MB Ethernet | $ 6,000.00 | $0 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

## SMALL PURCHASE AGREEMENT ADDENDUM

This Small Purchase Agreement Addendum is effective on the date of the last signature set forth below ("Effective Date"), and amends, is added to, and shall constitute a part of the attached **Telecommunications Contract Service Agreement** ("Agreement") and any and all terms and conditions referenced or incorporated therein, (the aforementioned Agreement and any referenced or incorporated terms and conditions are hereafter referred to collectively as the "Contract") by and between **CITY OF SPRINGFIELD, ILLINOIS** (hereinafter referred to as "Service Provider") and the **BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY**, a body politic and corporate of the State of Illinois, by and on behalf of the Southern Illinois University, for its School of Medicine (identified as "Customer" AND "Southern Illinois University School of Medicine" in the Contract and hereinafter referred to as "University" or "SIU"). University and Service Provider may hereafter be referred to singly as a "Party" and collectively as the "Parties."

WHEREFORE, the parties further agree as follows:

1. Notwithstanding any term or condition of the Contract, the Parties covenant and agree that the following documents shall constitute the entire agreement of the parties and shall supersede and terminate any previous agreements, oral or written, concerning the subject matter thereof: (a) this Addendum; (b) the State of Illinois Contract Certifications; (c) the Contract; and (d) any and all University purchase orders issued pursuant to the Contract ((a) through (d) are collectively referred to herein as the "Contract Documents"). To the extent any provision of one of the Contract Documents conflicts with or is inconsistent with another, the provision of the Contract Document first listed in this Section, with (a) having the highest priority, shall supersede the provision of the Contract Document that follows. The Contract Documents may only be modified by a written instrument signed by the authorized representative(s) of each Party. The Terms of this Addendum may only be modified by written agreement of the Parties that specifically refers to and expressly modifies the terms or conditions herein. All terms of this Addendum shall be applicable notwithstanding any term or condition of the Contract. Service Provider's completion and execution of the State of Illinois Contract Certifications or its successful registration at the Illinois



4855-5168-9484, v. 1
SIU Legal Approval as to form on March 8, 2022

2024-185

Procurement Gateway (https://ipg.illinois.gov/) are conditions precedent to the enforceability of the Contract. The term "Products" as used in this instrument shall have the same meaning ascribed to that term in the Contract.

2. Service Provider acknowledges and agrees (a) that University is a body politic and corporate of the State of Illinois; (b) that no term or condition of the Contract Documents is or shall be interpreted as (i) a waiver, in whole or in part, of University's sovereign immunity, or (ii) University's consent to suit; and (c) that University reserves the right to assert sovereign immunity as a defense in the event of any dispute arising out of the Contract Documents.

3. Unless earlier terminated as provided for in any termination provision of the Contract Documents the term of the Contract Documents, inclusive of all renewals or extensions, shall terminate immediately upon the **first** of the following events to occur: (a) the ten year anniversary of the original effective date of the Contract; (b) the exhaustion of the then-in-effect State of Illinois Higher Education Small Purchase Limit applicable to General Supplies and Services as published at https://www.procure.stateuniv.state.il.us/dsp_BidLimits.cfm ; or (c) the conclusion of the applicable term of the Contract Documents. Termination pursuant to this section shall be without penalty or cost to University of any kind. The Contract Documents may be renewed or extended beyond the initial term set forth in the Contract only by an additional written instrument signed by the authorized representatives of each Party. Any term or condition of the Contract providing for automatic renewal or extension, including without limitation such terms or conditions stating that renewal or extension shall be automatic unless notice of termination or non-renewal/extension is provided on or before a certain date; or that the term of the agreement shall continue beyond the initial term unless first terminated, are stricken in their entirety and shall not form part of the Contract Documents.

4. Notwithstanding the foregoing Section 3, the following shall apply: (a) in the event and to the extent the Contract is for a perpetual license to utilize software or other property (not including services and support associated with such licenses), it is considered a one-time purchase and not subject to the ten-year term limitation set forth in Section 3; and (b) in the event the Contract is a one-time transaction. e.g.,

a single purchase and/or delivery of supplies products, the "term" as used in this Section 3 shall be considered concluded upon University's acceptance of the supplies or product or its final payment for such supplies or product, whichever comes last.

5. Any terms or conditions of the Contract providing that the law of any jurisdiction other than Illinois governs the Contract any section thereof or disputes arising thereunder; or that state the Contract shall be deemed entered into at any location other than within the State of Illinois are stricken in their entirety and shall not form part of the Contract Documents. The Contract Documents and any dispute arising thereunder shall be governed by, and construed according to the laws of the State of Illinois, without reference to its conflict of law provisions.

6. Any terms or conditions of the Contract that provide for or stipulate jurisdiction and/or venue in a court outside the State of Illinois, consent to such jurisdiction or venue, and/or that are inconsistent with Illinois law are stricken and shall not form part of the Contract Documents. Any and all claims against University arising from the Contract Documents are subject to the Illinois Court of Claims Act.

7. Any and all terms or conditions of the Contract mandating arbitration, mediation or any other form of alternative dispute resolution as a method of resolving disputes between the Parties or mandating that disputes shall be resolved according to the rules of any arbitration or mediation organization, are stricken and shall not form part of the Contract Documents.

8. University's obligations pursuant to any non-disclosure, confidentiality or other such term or condition, shall be subject to and superseded by University's obligations under applicable law, including without limitation the Illinois Freedom of Information Act. The Parties expressly acknowledge and agree that the Contract Documents are "public records" as defined by the Illinois Freedom of Information Act and further agree that any term or condition of the Contract providing that the Contract Documents are confidential are stricken and shall not form part of the Contract Documents.

9. The Parties acknowledge and agree that all University payment obligations pursuant to the Contract Documents shall be governed by and construed according to the Illinois State Prompt Payment





2024-185

Act and that any terms or conditions of the Contract inconsistent or in conflict with the Illinois State Prompt Payment Act shall be superseded thereby to the fullest extent of such conflict or inconsistency.

10. Any and all indemnification or hold harmless obligations and any and all obligations to pay attorneys' fees or costs of litigation imposed on the University by the Contract are limited to the extent permitted by Illinois law and not inconsistent with the doctrine of sovereign immunity and are subject to the provisions of the University's self-insurance program; and Service Provider shall indemnify and hold harmless University from and against any and all actions, suits, claims, liabilities, and/or costs arising from the negligent or reckless actions or omissions of Service Provider or its intentional misconduct. University shall have no obligation to indemnify Service Provider for any actions, suits, claims, liability, or costs to the extent such matters arise from the negligent or willful and wanton actions or omissions of the Service Provider or its intentional misconduct and further shall have no obligation to "defend" Service Provider. Service Provider shall have no obligation to defend or indemnify University for any actions, suits, claims, liability, or costs to the extent such matters arise from the negligent or willful and wanton actions or omissions of the University or its intentional misconduct.

11. In addition to any other termination rights afforded the University by the Contract Documents, the Contract Documents are subject to termination by University as follows: (a) immediately upon written notice in any year for which the Illinois General Assembly fails to make an appropriation or sufficient appropriation to the University to make payments under the terms of the Contract Documents; and (b) upon Service Provider's failure to cure a breach of the Contract Documents within 30 days of University's written notice thereof.

12. To the extent any term or condition of the Contract requires University to name Service Provider as an additional insured on any policy or program of insurance or provide a waiver of subrogation rights the term or condition is stricken.

13. Any and all uses of University's name or marks authorized by the Contract Documents shall be subject to University's policies governing such uses, including without limitation the University's Visual Identity Policy.





2024-185

14. Service Provider shall identify any and all known subcontractors with a subcontract having an annual value in excess of $50,000 and pursuant to which the subcontractor provides some or all of the services to be provided pursuant to the Contract Documents by providing the following information for each such subcontractor: (a) Full legal name of subcontractor; (b) full address and phone number of subcontractor; (c) a description of the general type of work the subcontractor will perform; and (d) the expected amount of money the subcontractor will receive pursuant to the Contract Documents.

If at any time during the term of the Contract Documents Service Provider adds or changes any subcontractors meeting the above specified requirements, Service Provider shall promptly notify SIU in writing of such change or addition and provide the information for that subcontractor as specified above. The aforementioned notification to be provided to SIU pursuant to this Section shall, upon acceptance by SIU, be incorporated into this instrument by reference as though fully stated herein. Each and every subcontractor utilized pursuant to the Contract Documents shall be subject to the State Contract Certifications referred to in Section 1(b) herein. As used in this Section, the term "subcontractor" means a person or entity that ***enters*** into a contractual agreement with a total value of $50,000 or more with a person or entity who ***has or is seeking*** a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. Notwithstanding the foregoing definition of "subcontractor," a person or entity is not a "subcontractor" if that person only provides supplies that are incidental to the performance of the Contract Documents. As used herein the term "services" means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports or supplies that are incidental to the required performance. As used herein the term "supplies" shall mean all personal property, including, but not limited to, equipment, products, materials, printing, and insurance and the financing of those supplies that can be procured regularly or are available on the commercial market.

15. In the event the implementation of the terms and conditions of the Contract Documents requires the University's disclosure of "Personally Identifiable Information" from "Education Records,"

Service Provider agrees that it shall comply with the Family Educational Rights & Privacy Act (20 U.S.C. 1232g) and its implementing regulations (34 C.F.R. Part 99) which said Act and regulations shall hereinafter be referred to as FERPA. Accordingly, Service Provider agrees as follows: (a) that should Service Provider receive from University Personally Identifiable information from Education Records it shall not release that information to any other party without the prior, written consent of the eligible student(s) identified in the records or as otherwise expressly permitted by FERPA; and (b) that Service Provider shall strictly limit its use of such information to the purpose for which the disclosure was made. As used herein the terms "Personally Identifiable Information" and "Education Records" have the meaning ascribed to them in 34 CFR § 99.3.

16. Service Provider shall maintain, for a minimum of 3 years after expiration or termination of the Contract Documents adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursement of funds passing pursuant to the Contract Documents; the Contract Documents, and all books, records, and supporting documents related thereto, shall be made available for review and audit by the Illinois Auditor General; and Service Provider agrees to cooperate fully with any such audit and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the University for recovery of any funds paid by the University under the Contract Documents for which adequate books, records and supporting documentation are not available to support their purported disbursement.

17. Any and all assignments or novations of the Contract Documents are subject to the prior written consent of the State of Illinois Chief Procurement Officer for Higher Education or the State Procurement Officer; provided however that Service Provider may assign money receivable under the Contract Documents upon prior written notice to University. Any assignment or novation in violation of this section shall be null and void.

18. No Party shall be in default or breach of the Contract Documents if failure to perform any obligation thereunder is caused by supervening conditions beyond the party's control, including acts of God, civil commotion, strikes, labor disputes, governmental demands or requirements, or a service interruption

from an underlying carrier or service provider; provided however, that any party claiming force majeure shall provide written notice thereof to the other party and shall make all commercially reasonable efforts to comply with the Contract Documents notwithstanding the force majeure event(s).

19. Service Provider certifies to University that Service Provider is fully qualified to perform in conformance with the Contract Documents and that it will do so in accordance with all applicable laws, certifications, orders, rules, and regulations. The Equal Employment Opportunity Clause set forth in Appendix A of Title 44 Illinois Administrative Code Section 750 is incorporated by reference as though fully set forth herein.

20. Each person signing this Addendum represents and warrants that he or she is authorized to sign on behalf of and to bind the party on whose behalf he or she is signing.

IN WITNESS WHEREOF, each Party hereto has executed this instrument by its duly authorized representatives as of the date first above written.

**BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY**

Daniel Mahony by Shannon Reed

Digitally signed by Daniel Mahony by Shannon Reed
Date: 2024.04.30 17:12:07 -05'00'

Shannon Reed
Director of Procurement Services
SIU School of Medicine, for
Daniel Mahony, President
Southern Illinois University

Date: 4/30/2024

**SERVICE PROVIDER**

Signed

Printed Name

Title

Date:



4855-5168-9484, v. 1
SIU Legal Approval as to form on March 8, 2022
2024-185

# ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 04-16-24

**DEPARTMENTAL INFORMATION**

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

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

**BUDGETARY/STAFFING INFORMATION**

FISCAL IMPACT: Revenue of $18,000.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Telecommunications Service Agreement

ACCOUNTING INFORMATION: Capital Charges: Account No. 102-100-8209-c141
Monthly Usage Charges: Account No. 102-100-7682-cw79

PRIOR ORDINANCE INFORMATION: n/a

**VENDOR/AWARD INFORMATION**

The Board of Trustees of Southern Illinois University on behalf of its
CONTRACTOR NAME: Southern Illinois School of Medicine ("SIU") CONTRACT AMOUNT: $ 18,000.00
(Original Amount ~~if Change Order~~)
CONTRACT TERM: 3 years TYPE OF AWARD: Telecommunication - Ethernet

CHANGE IN SCOPE ___ Y _X_ N CHANGE ORDER # ___ ADDT'L AMOUNT $_____

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

This is an ordinance to establish an agreement for Ethernet service from the City's fiber optic telecommunications system with The Board of Trustees of Southern Illinois University on behalf of its School of Medicine ("SIU"). This Ordinance authorizes the City to provide telecommunications service to SUI in an estimated amount of $18,000.00 over three years.

The Office of Public Utilities has a fiber optic telecommunications system. It has been granted certificates of service authority with the Illinois Commerce Commission to provide facilities-based exchange telecommunications services in Sangamon County and interexchange telecommunications services within Illinois. The City's network has the ability to provide WAN (wide area network) services across the system. This allows computers to pass data between remote facilities at speeds that are as fast as in the local buildings. This technology allows for the consolidation of computers, servers, and the required network equipment, along with enhancing the capabilities of the facilities.

SIU has requested 100MB Ethernet from its Springfield Campus at 315 W. Carpenter to its Express Care Facility at 3220 Atlanta Street, Springfield, Illinois. For these services, Springfield Clinic will pay $6,000.00 per year for these sites for three years. This will be done by utilizing existing fiber and communications infrastructure.

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

2024-185

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW CAT TH255C TELEHANDLER AND A TRADE IN OF A 2017 CAT TH255C TELEHANDLER FROM ALTOFER, INC. IN AN AMOUNT NOT TO EXCEED $91,317.00, FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS,** the Public Works department desires to purchase a new Cat TH255C Telehandler and a trade in of a 2017 Cat TH255C Telehandler from Altorfer, Inc.; and

**WHEREAS,** Martin Equipment is willing to provide a new Cat TH255C Telehandler and a trade in of a 2017 Cat TH255C Telehandler from Altorfer, Inc. in an amount not to exceed $91,317.00; and

**WHEREAS,** the City Purchasing Agent has made a determination, in writing, that Altoferm Inc. is a sole source vendor for this purchase and, therefore, is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40 pertaining to Sole Source Procurement; and

**WHEREAS**, pursuant to the above determination, the City Purchasing Agent recommends purchase of a new Cat TH255C Telehandler and a trade in of a 2017 Cat TH255C Telehandler from Altorfer, Inc. in an amount not to exceed $91,317.00; and

WHEREAS, a copy of the purchase agreement shall be on file in the Office of the City Clerk.

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

**Section 1:** That the City Council hereby authorizes the purchase of a new Cat TH255C Telehandler and a trade in of a 2017 Cat TH255C Telehandler from Altorfer, Inc. in an amount not to exceed $91,317.00 for the Office of Public Works. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to make payment to Altofer, Inc. (0ALT5300) in an amount not to exceed $91,317.00 from account 001-110-WORK-GARA-1504.

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

**PASSED:** _____, 2024

**SIGNED:** _____, 2024

**RECORDED:** _____, 2024

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

_____, 5/14/24
**Office of Corporation Counsel / Date**

**Requested by: Mayor Misty Buscher**

S:\WPDOCS\Ordinances\Public Works\2024\Sole\New Cat TH255C Telehandler $91,317.00.doc

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

# MEMORANDUM

**TO:** Matt Gairani

**FROM:** Anthony Quinones – Central Purchasing

**DATE:** May 6, 2024

**SUBJECT:** Joint Contract Determination

**I have reviewed the Ordinance Fact Sheet to Altofer, Inc., for the purchase of one (1) new Cat TH255C Telehandler with a trade-in of a 2017 Cat Telehandler in an amount not to exceed $91,317.00 for Public Works.**

**The Joint Purchasing / Sourcewell Contract Number is 011723-CAT**

**Pursuant to Article 38.50 (3) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made off of a State of Illinois contract available for joint purchasing.**

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

2024-186

ALTORFER CAT

March 21, 2024

City of Springfield Public Works

SOURCEWELL MEMBER #: 34550




## One (1) New CAT TH255C Telehandler

*Includes the following standard equipment and options:*

Enclosed Cab w/ Heat and AC
Fabric, Suspension Seat
Engine Block Heater
4-Wheel Drive
Work Lights (Cab, Boom, Beacon)
Single Function, Auxiliary Hydraulics
Skid Steer-Style Manual Quick Coupler
80" Ind. Grapple Bucket BOCE

Deutz 2.9L TD Tier 4 Final Engine
Hydrostatic Propel Drive Transmission
Engine Pre-cleaner
1,000 CCA Battery
Battery Disconnect Switch
12 X 16.5 Pneumatic Tires
Front and Rear Fenders

| | |
|---|---|
| **Selling Price** | **$ 115,317** |
| **Trade** | **(24,000)** |
| **Difference** | **$ 91,317** |

**Availability**
In inventory, subject to prior sale.

**Equipment Protection Plan (EPP)**
84 month / 7,500 hour powertrain, hydraulics and technology EPP. First 12 months is bumper to bumper

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,

Josh Gibson
Machine Sales Representative
Altorfer Cat

2024-186

**ORDINANCE FACT SHEET**

**REQUEST FORM NO:**
**DATE OF 1ST READING:** 5/21/2024

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

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

**TYPE OF ORDINANCE:** Government Cooperative Purchasing **FISCAL IMPACT:** $91,317.00

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

**SUGGESTED TITLE:**

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW CAT TH255C TELEHANDLER AND A TRADE IN OF A 2017 CAT TH255C TELEHANDLER FROM ALTORFER, INC.IN AN AMOUNT NOT TO EXCEED $91,317.00 FOR THE OFFICE OF PUBLIC WORKS.

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

**CONTRACTOR / VENDOR NAME:** Altorfer, Inc. **VENDOR NO:** 0ALT5300

**CONTRACT TERM:** n/a **CONTRACT #** **Change in Scope** Yes [ ] No [ ]

**CONTRACT AMOUNT:**

| (Original amount if change order) | Change Order # | Additional Amount |
|---|---|---|
| | | |

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

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

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

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 110 | WORK | GARA | 1504 | $91,317.00 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**FUNDS CHECK BY:** Courtney Helfrey **Date:** 05.06.2024
**DIRECTOR / SUPERVISOR SIGNATURE** **Date:** 6 MAY 24
**CITY PURCHASING AGENT:** **Date:** 5/6/2024

**COMMENTS**

This ordinance will authorize the purchase of a new Cat TH255C Telehandler with the trade in of a 2017 Cat TH255C Telehandler. Sourcewell Government Cooperative Pricing.

**SIGN OFF:** (Mayor's Signature) GEM (Director of OBM) 5/9/24



2024-186

2024-187

**AN ORDINANCE APPROVING CHANGE ORDER #1 IN THE AMOUNT OF $98,640.00 FOR CONTRACT PW23-08-57 WITH GREEN DEMOLITION CONTRACTORS, INC. FOR THE ABATEMENT OF ASBESTOS FOR 15 PROPERTIES AND DEMOLITION OF TWO ADDITIONAL STRUCTURES, FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS,** the City Council previously passed ordinance 061-02-23 approving Contract PW 23-08-57 with Green Demolition Contractors, Inc. for demolition of twenty-four properties for the railroad relocation in an amount not to exceed $399,640.00; and

**WHEREAS,** the Office of Public Works finds it necessary to request an additional amount of $98,640.00 which would increase the original contract amount to $498,280.00, due to the demolition of two additional structures and asbestos abatement of 15 properties associated with the railroad relocation project; and

**WHEREAS,** the City has received a credit for two buildings which burned down prior to demolition; and

**WHEREAS,** a copy of the Request for Approval of Change in Plans shall be located in the Office of the City Clerk.

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

**Section 1:** That the Council hereby authorizes execution of the Request for Approval of Change in Plans with, and approves additional payment of $98,640.00 for a total amount not to exceed $498,280.00 under Contract No. PW 23-08-57 to, Green Demolition Contractors, Inc. for the asbestos abatement of 15 properties and demolition of two additional structures for the Office of Public Works.

**Section 2:** That the Office of Budget and Management is hereby authorized to make the additional payment of $98,640.00 to Green Demolition Contractors, Inc. (VC*7597) for a total amount under not to exceed $498,280.00 from Account No. 001-110-WORK-ZONE-1232.

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

**PASSED:** _____, 2024

**RECORDED:** _____, 2024

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Requested by: Mayor Misty Buscher**

**SIGNED:** _____, 2024

_____
**Mayor Misty Buscher**

**Approved as to legal sufficiency:**

_____ / 5/10/24
**Office of Corporation Counsel / Date**

CONTRACT #: **PW23-08-57**
NAME: **Demolitions for Railroad Relocation**
CHANGE ORDER NO. **1**

| | | | **Green Demolition Contractors, Inc.** | | |
|---|---|---|---|---|---|
| | | | **4840 S St. Louis Av** | | |
| **Property No.** | **SR / US #.(City Use)** | **Address** | **Chicago, IL 60632** | **CHANGE ORDER #1** | **REASON FOR CHANGE** |
| 37 | N/A | 1910 E SOUTH GRAND (2 OUTBUILDINGS) | $14,000.00 | | |
| 38 | N/A | 1912 E SOUTH GRAND AV (HOUSE & DETACHED OUTBUILDING) | $14,000.00 | $5,800.00 | ASBESTOS ABATEMENT |
| 39 | N/A | 1921 E SOUTH GRAND AV (HOUSE) | $16,000.00 | ($16,000.00) | HOUSE BURNED PRIOR TO DEMOLITION |
| 40 | N/A | 1922 E SOUTH GRAND AV (HOUSE & DETACHED OUTBUILDING) | $15,000.00 | $4,000.00 | ASBESTOS ABATEMENT |
| 41 | N/A | 1924 E SOUTH GRAND AV (HOUSE & DETACHED OUTBUILDING) | $15,000.00 | $2,600.00 | ASBESTOS ABATEMENT |
| 42 | N/A | 2012 E SOUTH GRAND AV | $12,000.00 | ($12,000.00) | HOUSE BURNED PRIOR TO DEMOLITION |
| 43 | SR0026 / US 6A | 1627 E NORTH GRAND AV (HOUSE) | $12,000.00 | $2,600.00 | ASBESTOS ABATEMENT |
| 44 | SR0089 / US 6B | 921 N 10TH ST (HOUSE ONLY) | $12,000.00 | | |
| 47 | SR0083 / US 6B | 933 N 10TH ST (HOUSE) | $14,000.00 | $4,000.00 | ASBESTOS ABATEMENT |
| 48 | SR0082 / US 6B | 1003 N 10TH ST (HOUSE) | $16,000.00 | | |
| 50 | SR0071 / US 6B | 1104 & 1106 N 10TH ST (HOUSE & DETACHED OUTBUILDING) | $18,000.00 | | |
| 51 | SR0070 / US 6B | 1108 N 10TH ST (HOUSE) | $12,000.00 | | |
| 52 | SR0069 / US 6B | 1110 N 10TH ST (HOUSE) | $12,000.00 | $9,000.00 | ASBESTOS ABATEMENT |
| 53 | SR0068 / US 6B | 1122 N 10TH ST (HOUSE) | $16,000.00 | $10,000.00 | ASBESTOS ABATEMENT |
| 54 | SR0067 / US 6B | 1124 N 10TH ST(HOUSE) | $15,000.00 | $10,000.00 | ASBESTOS ABATEMENT |
| 55 | SR0066 / US 6B | 1126 N 10TH ST (HOUSE & DETACHED OUTBUILDING) | $16,000.00 | | |
| 56 | SR0065 / US 6B | 1128 N 10TH ST (HOUSE) | $16,000.00 | | |
| 57 | SR0064 / US 6B | 1130 N 10TH ST (HOUSE) | $14,000.00 | $8,800.00 | ASBESTOS ABATEMENT |
| 58 | SR0063 / US 6B | 1132 N 10TH ST (HOUSE) | $14,000.00 | | |
| 59 | N/A | 2300 S 6TH ST | $15,000.00 | $4,000.00 | ASBESTOS ABATEMENT |
| 60 | SR0053 / US 6B | 1030 E NORTH GRAND AVE | $78,000.00 | $6,000.00 | ASBESTOS ABATEMENT |
| 61 | SR0054 / US 6B | 1024 E NORTH GRAND AVE | $16,000.00 | $2,600.00 | ASBESTOS ABATEMENT |
| 62 | SR0055 / US 6B | 1020 E NORTH GRAND AVE | $16,000.00 | $4,000.00 | ASBESTOS ABATEMENT |
| 63 | SR0057 / US 6B | 1006 E NORTH GRAND AVE | $14,000.00 | $11,400.00 | ASBESTOS ABATEMENT |
| 64 | N/A | 821 N 9TH ST | | $21,000.00 | ADDITIONAL DEMOLITION |
| 65 | N/A | 2300 S 6TH ST (ALLEY RESIDENCE) | | $20,000.00 | ESTIMATED ABATEMENT AND DEMOLITION COST FOR ADDITIONAL STRUCTURE |
| | | LESS 3% DISCOUNT FOR AWARD OF ALL PROPERTIES | ($12,360.00) | $840.00 | RETURN OF 3% DISCOUNT FOR PROPERTIES WHERE WORK NOT PERFORMED |
| | | **TOTAL** | **$412,000.00** | **$97,800.00** | |

| | | |
|---|---|---|
| **TOTAL:** | **$399,640.00** | **$98,640.00** |

2024-187

2023-019 MA 110 - PW23-08-57

061-02-23

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NUMBER PW23-08-57 WITH GREEN DEMOLITION CONTRACTORS, INC. FOR DEMOLITION OF TWENTY FOUR PROPERTIES FOR THE RAILROAD RELOCATION IN AN AMOUNT NOT TO EXCEED $399,640.00, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest evaluated bidder; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Green Demolition Contractors, Inc. has submitted the lowest responsible bid meeting specifications for demolition of twenty four properties for the Railroad Relocation for the Office of Public Works in an amount not to exceed $399,640.00; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW23-08-57; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to Green Demolition Contractors, Inc.

91240

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

Section 1: That the City Council hereby accepts the bid from Green Demolition Contractors, Inc. for demolition of twenty four properties for the Railroad Relocation for the Office of Public Works in an amount not to exceed $399,640.00. The Mayor and City Clerk are authorized to execute contract PW23-08-57 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Green Demolition Contractors, Inc. in an amount not to exceed $399,640.00 in accordance with the terms of contract PW23-08-57 from the following accounts:

VC7597

| EXPENDITURE ACCOUNT | AMOUNT |
|---|---|
| 041-110-GAST-STRS-1204 | $311,000.00 |
| 001-110-WORK-ZONE-1232 | $ 88,640.00 |

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

PASSED: February 21, 2023

RECORDED: February 27, 2023

ATTEST: City Clerk Frank J. Lesko

SIGNED: February 24, 2023

Mayor James O. Langfelder

Approved as to legal sufficiency:

Office of Corporation Counsel / Date

Requested by: Mayor James O. Langfelder

S:\WPDOCS\ORDINANCLOWBID\PWLOWBID\Green Demolition Contractors 24 properties Railroad relocation PW23-08-27.doc Tracking No. 17380

2023-019

061-02-23

2024-187

**ORDINANCE FACT SHEET**

**REQUEST FORM NO:** 24-18
**DATE OF 1ST READING:** ~~5/21/24~~ 5/21/24

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

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

**TYPE OF ORDINANCE:** Low Bid **FISCAL IMPACT:** $98,640.00

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

**SUGGESTED TITLE:**

AN ORDINANCE AUTHORIZING THE EXECUTION OF CHANGE ORDER #1 IN THE AMOUNT OF $98,640.00 FOR CONTRACT PW23-08-57 WITH GREEN DEMOLITION CONTRACTORS, INC. FOR THE ABATEMENT OF 15 PROPERTIES AND DEMOLITION OF TWO ADDITIONAL STRUCTURES FOR THE OFFICE OF PUBLIC WORKS.

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

Change order documentation form
Ord.#061-02-23

**CONTRACTOR / VENDOR NAME:** Green Demolition Contractors, Inc. **VENDOR NO:** VC-7597

**CONTRACT TERM:** To Completion **CONTRACT #** PW23-08-57 **Change in Scope** Yes [ ] No [X]

| CONTRACT AMOUNT: | | | |
|---|---|---|---|
| $399,640.00 | 1 | $98,640.00 |
| (Original amount if change order) | Change Order # | Additional Amount |

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

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

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

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 110 | WORK | ZONE | 1232 | $ 98,640.00 |
| 2 | | | | | | |
| 4 | | | | | | |

| | |
|---|---|
| **FUNDS CHECK BY:** Courtney Herzog | **Date:** 04.29.2024 |
| **DIRECTOR / SUPERVISOR SIGNATURE** | **Date:** 4/28/24 |
| **CITY PURCHASING AGENT:** | **Date:** 4/29/2024 |

**COMMENTS**

This ordinance will authorize the execution of a change order for contract PW23-08-57 for the demolition of two additional structures and asbestos abatement of 15 properties associated with the railroad relocation project. Also included is credit for two buildings which burned prior to demolition.

**SIGN OFF:**

(Mayor's Signature) (Director of OBM) 4-30-24

**AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH SANGAMON COUNTY, ILLINOIS, AND A PROFESSIONAL SERVICES AGREEMENT WITH HANSON PROFESSIONAL SERVICES, INC. TO PROVIDE CONTINUATION AND FUNDING OF A MINORITY PARTICIPATION PLAN FROM JANUARY 1, 2024, THROUGH DECEMBER 31, 2025, FOR AN AMOUNT NOT TO EXCEED $120,000.00 AND THE CITY'S SHARE NOT TO EXCEED $40,000.00**

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

**WHEREAS,** the City of Springfield ("City"), County of Sangamon located in Illinois ("County") and Hanson Professional Services, Inc. ("Hanson") collectively referred to as the "Parties" desire to continue a Minority Participation Plan ("MPP"); and

**WHEREAS,** it is necessary to provide funding for the MPP; and

**WHEREAS,** the costs of the MPP are estimated at $60,000.00 per year; and

**WHEREAS,** the Parties agree to fund the Project by equal contributions of $20,000.00 per year;

**WHEREAS,** Article VII, Section 10 of the Illinois Constitution of 1970 and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*,) provide that units of local government may contract or otherwise associate among themselves to obtain or share services; and

**WHEREAS,** it is in the best interest of the City to enter into a Intergovernmental Cooperation Agreement with the County setting forth the terms of the Project; and

**WHEREAS,** a copy of the Intergovernmental Cooperation Agreement ("IGA") with the County will be located in the Office of the City Clerk; and

**WHEREAS,** it is in the best interest of the City to enter into a professional services agreement with Hanson to administer the funds and manage the Project; and

**WHEREAS,** the professional services agreement with Hanson entered into by the City is attached as Exhibit A; and

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

**Section 1:** That the City Council hereby authorizes execution of an Intergovernmental Cooperation Agreement with Sangamon County, Illinois, for continuation and funding of a Minority Participation Program (MPP) in an amount not to exceed $120,000.00, with the City's share not to exceed $40,000.00 from January 1, 2024, through December 31, 2025. The Mayor and the City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

**Section 2:** That the City Council hereby authorizes execution of a professional services agreement with Hanson Professional Services, Inc. to assist with funding and to administer and manage the MPP Project from January 1, 2024, through December 31, 2025.

**Section 3:** That the Office of Budget and Management is hereby authorized to make payment of $120,000.00 to Hanson Professional Services, Inc. (0HAN1501) from an account number 001-107-GENC-VARI-1232.

**Section 4:** That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

**Section 5:** That this ordinance shall become effective from and after its passage, publication and recording by the City Clerk.

**PASSED:** _____, **2024**

**RECORDED:** _____, **2024**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Requested by: Mayor Misty Buscher**

**SIGNED:** _____, **2024**

_____
**Mayor Misty Buscher**

**Approved as to legal sufficiency:**

_____ / 5/2/24
**Office of Corporation Counsel / Date**

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

# MEMORANDUM

**TO:** Nathan Bottom

**FROM:** Anthony Quinones – Central Purchasing

**DATE:** April 23, 2024

**SUBJECT:** Professional Services Determination

**I have reviewed the Ordinance Fact Sheet to Hanson Professional Services, Inc., service agreement for continuation of the Grow Our Own Program (Minority Participation Program 'MPP') in an amount not to exceed ~~$120,000.00~~ $120,000 for the Department of Public Works.**

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

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

2024-168

**Hanson Professional Services Inc.**

# PSA Amendment
# PSA C-09L0179C
# Amendment No. 2024-2025

**WHEREAS**, City of Springfield and Sangamon County, subsequently referred to as "Clients," and Hanson Professional Services Inc., subsequently referred to as "Hanson," have previously entered into a Professional Services Agreement PSA C-09L0179C dated December 13, 2013, in connection with Grow Our Own Minority Participation Program, subsequently referred to as "Minority Participation Program", "MPP" , subsequently referred to as "Project," and

**WHEREAS**, the Clients have ordered certain additions to the services being provided by Hanson for the Project.

**NOW, THEREFORE**, this AMENDMENT to the PSA is made this 29th day of January, 2024 to revise the Scope of Services, Cost of Services and Schedule for Services as provided herein. All other terms and conditions of the Agreement remain unchanged.

The Scope of Services is modified as follows:

Hanson agrees to work with the City and County to identify programs and groups to assist with the MPP to provide opportunities for minorities. An additional program will include assisting with summer internships with City and County. All other Scope of Services to remain the same.

The Schedule for the Services is modified as follows:

Hanson agrees to donate $20,000 per year to fund the Minority Participation Program. Pursuant to a separate Intergovernmental Agreement, the City of Springfield and the County of Sangamon each have agreed to also contribute $20,000 per year to fully fund the $60,000 per year necessary to administer and manage the MPP. The years covered in this amendment are 2024 and 2025.

The Cost of Services is modified as follows:

| | | |
|---|---|---|
| Cost of Services in Agreement | $ | 120,000.00 |
| Total of Previous Amendments | $ | 480,000.00 |
| Increase this Amendment | $ | 120,000.00 |
| Cost of Services with all Amendments | $ | 720,000.00 |



2024-188

Client and Hanson hereby agree to and accept the terms as stated herein.

**Hanson Professional Services Inc.**

By: _____

Title: CEO

Date: 1/29/24

**City of Springfield**

By: _____

GEM

Title: _____

Date: _____

**Sangamon County**

By: _____

Title: _____

Date: _____



2024-188

**ORDINANCE FACT SHEET**

**REQUEST FORM NO:** 24-17
**DATE OF 1ST READING:** ~~5/7/24~~ 5/21/24

**OFFICE REQUESTING:** Public Works
**CONTACT PERSON:** Nathan Bottom
**PHONE NUMBER:** 789-2255

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

**TYPE OF ORDINANCE:** Minority Participation Plan
**FISCAL IMPACT:** $ 120,000.00

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

**SUGGESTED TITLE:**

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE BOARD OF SANGAMON COUNTY AND A PROFESSIONAL SERVICES AGREEMENT WITH HANSON PROFESSIONAL SERVICES, INC. FOR CONTINUATION OF THE GROW OUR OWN PROGRAM FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2025, FOR AN AMOUNT NOT TO EXCEED $120,000 AND THE CITY'S SHARE NOT TO EXCEED $40,000 FOR THE COSTS OF THE PROJECT

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

**CONTRACTOR / VENDOR NAME:** Hanson Professional Services, Inc. **VENDOR NO:** OHAN1501

**CONTRACT TERM:** Jan. 1, 2024 - Dec. 31, 2025 **CONTRACT #** **Change in Scope** Yes [ ] No [X]

**CONTRACT AMOUNT:** $120,000.00 (Original amount if change order) | **Change Order #** | **Additional Amount**

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

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

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

$120,000

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 107 | GENC | VARI | 1650 | $ 80,000.00 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 107 | GENC | VARI | 1232 | $ ~~120,000.00~~ 40,000 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**FUNDS CHECK BY:** Courtney Hughes **Date:** 04.23.2024
**DIRECTOR / SUPERVISOR SIGNATURE** **Date:** 23 APR 24
**CITY PURCHASING AGENT:** **Date:** 23 APR 2024

**COMMENTS**

The City, County and Hanson Professional Services, Inc. (Parties) desire to continue the Minority Participation Program (MPP). The plan will cost $60,000 per year, to be funded by equal contributions of $20,000 per year by the City, the County and Hanson. The City shall adminster payment for the project. It is necesessary to enter into an intergovernmental cooperation agreement with the County and a professional services agreement with Hanson for continuation and division of costs from January 1, 2024 through December 31, 2025.

**SIGN OFF:**

(Mayor's Signature) GEM (Director of OBM) 4/23/24



2024-188

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW 2024 JOHN DEERE 410 P-TIER BACKHOE LOADER AND A TRADE IN OF A 2012 JOHN DEERE 410K BACKHOE LOADER FROM MARTIN EQUIPMENT IN AN AMOUNT NOT TO EXCEED $144,950.00, FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS,** the Public Works department desires to purchase a new 2024 John Deere 410 P-Tier Loader, and trade in allowance from Martin Equipment; and

**WHEREAS,** Martin Equipment is willing to provide a new 2024 John Deere 410 P-Tier Loader with a trade in for a 2012 John Deere 410K Backhoe Loader in an amount not to exceed $144,950.00; and

**WHEREAS,** the City Purchasing Agent has made a determination, in writing, that Martin Equipment is a sole source vendor for this purchase and, therefore, is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40 pertaining to Sole Source Procurement; and

**WHEREAS**, pursuant to the above determination, the City Purchasing Agent recommends purchase of a new 2024 John Deere 410 P-Tier Loader with a trade in for a 2012 John Deere 410K Backhoe Loader in an amount not to exceed $144,950.00; and

WHEREAS, a copy of the purchase agreement shall be on file in the Office of the City Clerk.

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

**Section 1:** That the City Council hereby authorizes the purchase of a new 20024 John Deere 410 P-Tier Loader with a trade in for a 2012 John Deere 410K Backhoe Loader in an amount not to exceed $144,950.00 for the Office of Public Works. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to make payment to Martin Equipment (0MAR5950) in an amount not to exceed $144,950.00 from account 001-110-WORK-GARA-1504.

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

**PASSED:** _____, 2024

**SIGNED:** _____, 2024

**RECORDED:** _____, 2024

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

_____, 5/13/24
**Office of Corporation Counsel / Date**

**Requested by: Mayor Misty Buscher**

S:\WPDOCS\Ordinances\Public Works\2024\Sole\John Deere Backhoe Loader $144,950.00.doc

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

# MEMORANDUM

**TO:** Matt Gairani

**FROM:** Anthony Quinones – Central Purchasing

**DATE:** May 9, 2024

**SUBJECT:** Joint Contract Determination

**I have reviewed the Ordinance Fact Sheet to Martin Equipment for the purchase of one (1) new 2024 John Deere 410 P-Tier Backhoe Loader with a trade-in of a 2012 John Deere Backhoe Loader in an amount not to exceed $144,950.00 for Public Works.**

**The Joint Purchasing / Sourcewell Contract Number is 011723-JDC**

**Pursuant to Article 38.50 (3) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made off of a State of Illinois contract available for joint purchasing.**

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

2024-189

2384 J. David Jones Parkway
Springfield, IL 62707
T: (217) 528-4347
F: (217) 525-0519

**Description**

Three-Function Loader Hydraulics, Single Lever

Automatic Ride Control

24 in. (611 mm.) Heavy-Duty Bucket, 8.1 cu. ft. (0.23 cu. m.)

Deere Standard Quick Coupler

Backhoe Boom Protection Plate

Heavy-Duty Grille Frame

5 Year or 5,000 Hour Full Comprehensive Warranty

**Quoted Sale Price:** **$162,950.00**

## TRADE ALLOWANCES

| TIV # | Year | Make | Model | Serial # | Hours | Trade Allownce |
|---|---|---|---|---|---|---|
| 000923 | 2012 | JOHN DEERE | 410K | 1T0410KXACE235048 | 13027.00 | |

**Total Trade Allowance:** **$18,000.00**

## NOTES

PRICED USING SOURCEWELL'S GOVERNMENT COOPERATIVE PURCHASING AGREEMENT
City of Springfield - Member #34550

* Tractor Quote does NOT include a Martin Max Maintenance & Service Agreement. A Quote for that has been requested and will follow soon.

## QUOTE SUMMARY

| | |
|---|---|
| **Total Sale price:** | $162,950.00 |
| **Total Trade Allowance:** | $18,000.00 |
| **Subtotal:** | $144,950.00 |
| **Sales Tax:** | $0.00 |
| **Rent Applied:** | $0.00 |
| **Cash with Order:** | $0.00 |
| **Document Fee:** | $0.00 |
| **TOTAL:** | $144,950.00 |

certified WBENC WOMEN'S BUSINESS ENTERPRISE

MARTINEQUIPMENT.COM

2024-189

2384 J. David Jones Parkway
Springfield, IL 62707
T: (217) 528-4347
F: (217) 525-0519

**Acceptance Signature:**_____ **Date:**_____

*All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice. All prices are subject to expiration of any current sales programs and incentives.*

2384 J. David Jones Parkway
Springfield, IL 62707
T: (217) 528-4347
F: (217) 525-0519

| | |
|---|---|
| **Quote Issued To:** | CITY OF SPRINGFIELD DEPT OF PUBLIC WORKS<br>STREET, SEWER, TRAFFIC<br>SPRINGFIELD IL 62702<br>2177892255 |
| **Quote Issued By:** | Adam Reeter |

# QUOTATION

| | |
|---|---|
| **Quote #:** | 1003482 |
| **Issue Date:** | 3/23/2024 |
| **Expire Date:** | 4/7/2024 |
| **FOB:** | Springfield |

## ITEMS LISTED FOR SALE

| Item # | Year | Make | Model | Serial # | Hours |
|---|---|---|---|---|---|
| | 2024 | John Deere | 410 P-tier Backhoe Loader | | |

**Description**

4 Corner LED Strobes

Cab

Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1)

Sun Visor

Left Side Console Storage with Cup Holders

Radio Premium Radio w/ Bluetooth Handsfree Phone Capabilities

Air Suspension Cloth Heated Seat

JDLink™ Telematics - Remote Diagnostics, Performance Monitoring and Security

Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential

John Deere 4.5L - FT4/Stage IV

Chrome Exhaust Extension

Diagnostic Oil Sampling Ports

Dual Batteries with Disconnect, Jump Post, and Engine Block Heater

LED Light Package

Extendible Dipperstick

1000 lb. (454 kg.) Front Counterweight

Auxiliary Hydraulics with One & Two Way Flow Options That Can Be Used For Future Hammers/Thumbs/Swingers

Pilot Controls, Two Lever, with Pattern Selection

certified WBENC WOMEN'S BUSINESS ENTERPRISE

MARTINEQUIPMENT.COM

2024-189

**ORDINANCE FACT SHEET**

**REQUEST FORM NO:**
**DATE OF 1ST READING:** 5/21/2024

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

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

**TYPE OF ORDINANCE:** Government Cooperative Purchasing **FISCAL IMPACT:** $144,950.00

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

**SUGGESTED TITLE:**

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW 2024 JOHN DEERE 410 P-TIER BACKHOE LOADER AND A TRADE IN OF A 2012 JOHN DEERE 410K BACKHOE LOADER FROM MARTIN EQUIPMENT IN AN AMOUNT NOT TO EXCEED $144,950.00 FOR THE OFFICE OF PUBLIC WORKS.

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

**CONTRACTOR / VENDOR NAME:** Martin Equipment **VENDOR NO:** 0MAR5950

**CONTRACT TERM:** n/a **CONTRACT #** **Change in Scope** Yes [ ] No [ ]

**CONTRACT AMOUNT:**

| (Original amount if change order) | Change Order # | Additional Amount |
|---|---|---|
| | | |

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

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

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

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 110 | WORK | GARA | 1504 | $144,950.00 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**FUNDS CHECK BY:** Date: 5/8/24
**DIRECTOR / SUPERVISOR SIGNATURE** Date: 5/14/24
**CITY PURCHASING AGENT:** Date: 5/9/2024

**COMMENTS**

This ordinance will authorize the purchase of a new 2024 John Deere Backhoe Loader with the trade in of a 2012 John Deere Backhoe Loader. Sourcewell Government Cooperative Pricing.

**SIGN OFF:** (Mayor's Signature) (Director of OBM) 5/9/24

S\Excel\Forms\Martin Equip. - John Deere 2024 Backhoe Loader The information supplied on this form is not confidential information. Revised 5/26/04

2024-189

**AN ORDINANCE AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HYLAND SOFTWARE INC FOR THE USE OF HYLAND CLOUD, A HOSTING PLATFORM FOR ONBASE ELECTRONIC PLAN REVIEW AND DOCUMENT MANAGEMENT SYSTEM, IN AN AMOUNT NOT TO EXCEED $145,527.00, FOR THE OFFICE OF PUBLIC WORKS AND PUBLIC UTILITIES**

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

**WHEREAS**, the Office of Public Works desires to enter a professional services agreement with Hyland Software, Inc. for the use of Hyland Cloud, a hosting platform for OnBase electronic plan review and document management system for the Office of Public Works; and

**WHEREAS,** Hyland Software, Inc. is willing and able to provide the software for an amount not to exceed $145,527.00 from June 1, 2024 through May 31, 2025; and

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

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

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

**Section 1:** That the City Council hereby authorizes the execution of a professional services agreement with Hyland Software, Inc. for the use of Hyland Cloud, a hosting platform for OnBase electronic plan review and document management system for an amount not to exceed $145,527.00 from June 1, 2024 through May 31, 2025, for the Office of Public Works.

**Section 2:** That the Office of Budget and Management is hereby authorized to make payment of $145,527.00 to Hyland Software, Inc. as follows:

| FROM ACCOUNTS | AMOUNTS |
|---|---|
| 001-110-WORK-ZONE-1606 | $107,126.00 |
| 102-200-JB-7846-1605 | $31,776.00 |
| 101-200-JB-6246-1605 | $6,625.00 |

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

**PASSED:**_____**, 2024**

**SIGNED:**_____**, 2024**

**RECORDED:**_____**, 2024**

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

5/13/24
**Office of Corporation Counsel / Date**

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

# MEMORANDUM

**TO:** Matt Gairani

**FROM:** Anthony Quinones – Central Purchasing

**DATE:** May 9, 2024

**SUBJECT:** Professional Services Determination

**I have reviewed the Ordinance Fact Sheet to Hyland Software Inc., for use of Hyland Cloud, a hosting platform for onbase electronic plan review and document management for a one (1) year period in an amount not to exceed $145,527.00 for Office of Public Works.**

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

Hyland

Hyland Software, Inc.
28105 Clemens Road
Westlake, OH 44145
United States of America

**INVOICE NUMBER** LE01-348205

**BILL TO**
City of Springfield
300 South 7th Street
Springfield, IL 62701
United States of America

**SHIP TO**
City of Springfield
300 South 7th Street
Springfield, IL 62701
United States of America

| | |
|---|---|
| **INVOICE DATE** | 05/02/2024 |
| **QUOTE NUMBER** | Q-288826 |
| **PAYMENT TERMS** | Net 60 |
| **DUE DATE** | 07/01/2024 |
| **BILL TO CUSTOMER NO.** | 14572 |
| **FEDERAL TAX ID** | 34-1699247 |

| **CUSTOMER NO.** | **Customer Name** |
|---|---|
| 14572 | City of Springfield |

*Billing Period:* 06/01/2024 - 05/31/2025

| | Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|
| 1 | SaaS Fees<br>Product: OnBase | 1.00 | 116,420.96 | 116,420.96 |
| 2 | Hyland Cloud Storage (500 GB) | 10.00 | 0.00 | 0.00 |

**Notes**
Original PO: BSA-EU-14572-21246410

**Electronic Remittance Information**

Mail Checks to:
Hyland Software, Inc.
PO Box 846261
Dallas, TX 75284-6261

Overnight Address:
Bank of America Lockbox Services
Lockbox 846261
1950 N. Stemmons Freeway
Suite 5010
Dallas, TX 75207

Wire/ACH Payments:

| | |
|---|---|
| Bank Name: | Bank of America |
| SWIFT | BOFAUS3N |
| Account No: | 8670616576 |
| ACH Routing No | 071000039 |
| Wire Routing No | 026009593 |
| CHIPS No | 0959 |
| Branch Code: | 071000039 |
| Account Name: | Hyland Software, Inc. |

| | |
|---|---|
| Subtotal | 116,420.96 USD |
| Tax | 0.00 USD |
| Total Invoice Amount | 116,420.96 USD |
| | |
| **Balance Due** | **116,420.96 USD** |

For billing inquiries, please email billing@hyland.com.
For payment inquiries, please email accountsreceivable@hyland.com.

We encourage our customers to utilize our instant payment option via credit card to save time and eliminate hassle. Let us know if you'd like to take advantage of this option and we can create your account on our payment portal today.

Please note that Hyland reserves the right to charge interest and/or suspend any or all services in the event that timely payment is not received.

These items are controlled by the U.S.government and authorized for export only to the country of ultimatedestination for use by the ultimate consignee or end-user(s) herein identified.They may not be resold, transferred, or otherwise disposed of, to any othercountry or to any person other than the authorized ultimate consignee orend-user(s), either in their original form or after being incorporated intoother items, without first obtaining approval from the U.S. government or asotherwise authorized by U.S. law and regulations.

Further, if you are located in a European UnionMember State, Norway or Switzerland, The software is also subject to CouncilRegulation (EC) No 428/2009. The software must not be transmitted outside ofthe European Union, Norway or Switzerland without a licence or authorisationbeing issued by the export control authority of the relevant Member State orthe applicable authorities in Norway or Switzerland or as otherwise authorizedby law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.

2024-190

Hyland

Hyland Software, Inc.
28105 Clemens Road
Westlake, OH 44145
United States of America

**INVOICE NUMBER** LE01-348204

**BILL TO**
City of Springfield
300 South 7th Street
Springfield, IL 62701
United States of America

**SHIP TO**
City of Springfield
300 South 7th Street
Springfield, IL 62701
United States of America

| | |
|---|---|
| **INVOICE DATE** | 05/02/2024 |
| **QUOTE NUMBER** | Q-288826 |
| **PAYMENT TERMS** | Net 60 |
| **DUE DATE** | 07/01/2024 |
| **BILL TO CUSTOMER NO.** | 14572 |
| **FEDERAL TAX ID** | 34-1699247 |

| **CUSTOMER NO.** | **Customer Name** |
|---|---|
| 14572 | City of Springfield |

*Billing Period:* 06/01/2024 - 06/01/2024

| | Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|
| 1 | SaaS Fees | 1.00 | 29,105.24 | 29,105.24 |

**Notes**
Annual Extended Support Fee - One Time Fee/Invoiced Separately
Original PO: BSA-EU-14572-21246410

**Electronic Remittance Information**

Mail Checks to:
Hyland Software, Inc.
PO Box 846261
Dallas, TX 75284-6261

Overnight Address:
Bank of America Lockbox Services
Lockbox 846261
1950 N. Stemmons Freeway
Suite 5010
Dallas, TX 75207

Wire/ACH Payments:

| | |
|---|---|
| Bank Name: | Bank of America |
| SWIFT | BOFAUS3N |
| Account No: | 8670616576 |
| ACH Routing No | 071000039 |
| Wire Routing No | 026009593 |
| CHIPS No | 0959 |
| Branch Code: | 071000039 |
| Account Name: | Hyland Software, Inc. |

| | |
|---|---|
| Subtotal | 29,105.24 USD |
| Tax | 0.00 USD |
| Total Invoice Amount | 29,105.24 USD |
| | |
| **Balance Due** | **29,105.24 USD** |

For billing inquiries, please email billing@hyland.com.
For payment inquiries, please email accountsreceivable@hyland.com.

We encourage our customers to utilize our instant payment option via credit card to save time and eliminate hassle. Let us know if you'd like to take advantage of this option and we can create your account on our payment portal today.

Please note that Hyland reserves the right to charge interest and/or suspend any or all services in the event that timely payment is not received.

These items are controlled by the U.S.government and authorized for export only to the country of ultimatedestination for use by the ultimate consignee or end-user(s) herein identified.They may not be resold, transferred, or otherwise disposed of, to any othercountry or to any person other than the authorized ultimate consignee orend-user(s), either in their original form or after being incorporated intoother items, without first obtaining approval from the U.S. government or asotherwise authorized by U.S. law and regulations.

Further, if you are located in a European UnionMember State, Norway or Switzerland, The software is also subject to CouncilRegulation (EC) No 428/2009. The software must not be transmitted outside ofthe European Union, Norway or Switzerland without a licence or authorisationbeing issued by the export control authority of the relevant Member State orthe applicable authorities in Norway or Switzerland or as otherwise authorizedby law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.

2024-190

**ORDINANCE FACT SHEET**

**REQUEST FORM NO:**
**DATE OF 1ST READING:** 5/21/2024

**OFFICE REQUESTING:** Public Works
**CONTACT PERSON:** Matt Gairani
**PHONE NUMBER:** 789-2255

**EMERGENCY PASSAGE:** No ☐ Yes ☐ If yes, explain justification.

**TYPE OF ORDINANCE:** professional services
**FISCAL IMPACT:** $ 145,527.00

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

**SUGGESTED TITLE:**

AN ORDINANCE AUTHORIZING THE USE OF HYLAND CLOUD. A HOSTING PLATFORM FOR ONBASE ELECTRONIC PLAN REVIEW & DOCUMENT MANAGEMENT SYSTEM FOR A PERIOD OF 1 YEAR IN AN AMOUNT NOT TO EXCEED $145,527.00 FOR THE OFFICES OF PUBLIC WORKS AND PUBLIC UTILITIES.

**Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)**
Renewal and Extended Support Invoices

**CONTRACTOR / VENDOR NAME:** Hyland Software Inc.
**VENDOR NO:** VC-5301
**CONTRACT TERM:** 6/1/2024 - 5/31/2025
**CONTRACT #**
**Change in Scope** Yes ☐ No ☒

**CONTRACT AMOUNT:** $145,527.00 (Original amount if change order)
**Change Order #**
**Additional Amount**

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

☐ Low Bid
☒ Other: professional services
☐ Low Bid Meeting Specs
☐ Exception:
☐ Low Evaluated Bid
**Code Provision:**

**Is Purchasing Agent approval required?** No ☐ Yes ☒
**Is Purchasing Agent approval attached?** No ☐ Yes ☒

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

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 110 | WORK | ZONE | 1606 | $ 107,126.00 |
| 2 | 102 | 200 | JB | 7846 | 1605 | $ 31,776.00 |
| 3 | 101 | 200 | JB | 6246 | 1605 | $ 6,625.00 |
| 4 | | | | | | |

**FUNDS CHECK BY:** Date: 5/8/24
**DIRECTOR / SUPERVISOR SIGNATURE** Date: 5/8/24
**CITY PURCHASING AGENT:** Date: 5/9/2024

**COMMENTS**

THIS IS AN ORDINANCE FOR THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HYLAND SOFTWARE INC. HYLAND SOFTWARE, INC. WILL MAINTAIN THE ONBASE APPLICATION, PLATFORM & INFRASTRUCTURE ON THE HYLAND CLOUD. AS WELL AS PROVIDING SUPPORT & SCALABILITY TO THE CITY AS ITS USE IS EXPANDED ACROSS CITY DEPARTMENTS. Services Period: (6/01/2024 - 5/31/2025)

**SIGN OFF:** (Mayor's Signature) GEM (Director of OBM) 5/9/24

S\Excel\Forms\FY24 Ord Hyland Cloud Based Services The information supplied on this form is not confidential information.

Revised 5/26/04

2024-190

2024-191

**AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW24-02-90 WITH COMPLETE ASPHALT SERVICE CO. FOR THE FY2025 CRACK FILLING PROGRAM, IN AN AMOUNT NOT TO EXCEED $451,190.00, FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS,** the Office of Public Works finds it necessary to fill cracks various pavements throughout the City; and

**WHEREAS,** the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

**WHEREAS,** pursuant to the above, Complete Asphalt Service Co. has submitted the lowest responsible bid meeting specifications to provide services for the FY2025 Crack Filling Program in an amount not to exceed $451,190.00; and

**WHEREAS,** the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW24-02-90.

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

**Section 1:** That the City Council hereby accepts the bid from Complete Asphalt Service Co. to provide services for the FY2025 Crack Filling Program throughout the City for the Office of Public Works in an amount not to exceed $451,190.00. The Mayor and City Clerk are authorized to execute contract no. PW24-02-90 on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to make payment to Complete Asphalt Service Co. (0COM3300), in the amount of $451,190.00, in accordance with the terms of Contract PW24-02-90 from account number 095-110-WORK-INFR-1204.

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

**PASSED:** _____, 2024

**SIGNED:** _____, 2024

**RECORDED:** _____, 2024

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

_____ 5/10/24
**Office of Corporation Counsel / Date**

**Requested by: Mayor Misty Buscher**



2024-191

# Tabulation of Bids

2024-191

Local Public Agency: City of Springfield
County: Sangamon
Contract Number: PW24-02-90
Estimate: 0.00

Date: 4/11/2024
Time: 2:00
Title: FY2025 Crackfill and Mastic Repairs

Attended By:

| | | | | | Approved Engineer's Estimate | | Complete Asphalt Service Co. | | Taza Construction dba Tiles in Style LLC | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Name of Bidder: | | | | | | | | | | | | |
| Address of Bidder: | | | | | | | P.O. Box 457 | | 16940 Vincennes Av | | | |
| | | | | | | | Pittsfield, IL 62363 | | S Holland, IL 60473 | | | |
| | | | | | | | 217-473-5659 | | 630-473-9004 x1022 | | | |
| Proposal Guarantee: | | | | | | | Yes | | | | | |
| Terms: | | | | | | | 5% | | | | | |
| | | | | | | | | | BID REJECTED | | | |
| Item No. | Item | Delivery | Unit | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | Crackfilling with RoutingBituminous Pavement | | LB | 150000 | | $ - | 1.39700 | $ 209,550.00 | | | | $ - |
| 2 | Crack and Joint Sealing PCC | | LB | 120000 | | $ - | 1.39700 | $ 167,640.00 | | | | $ - |
| 3 | Crackfilling with Asphalt Repair Mastic | | LB | 50000 | | $ - | 1.48000 | $ 74,000.00 | | | | $ - |
| | | | | | | $ - | | $ - | | $ - | | $ - |
| | | | | | | $ - | | $ - | | $ - | | $ - |
| | | | | | | $ - | | $ - | | $ -

# ORDINANCE FACT SHEET

**REQUEST FORM NO:** 24-19
**DATE OF 1ST READING:** 5-7-24

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

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

**TYPE OF ORDINANCE:** low bid
**FISCAL IMPACT:** $ 451,190.00

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

**SUGGESTED TITLE:**

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT PW24-02-90 WITH COMPLETE ASPHALT SERVICE CO. FOR THE FY2025 CRACKFILLING AND MASTIC CONTRACT FOR THE OFFICE OF PUBLIC WORKS

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

contract

**CONTRACTOR / VENDOR NAME:** Complete Asphalt Service Co. **VENDOR NO:** 0COM3300

**CONTRACT TERM:** completion **CONTRACT #** PW24-02-90 **Change in Scope** Yes [ ] No [X]

**CONTRACT AMOUNT:** $451,190.00 (Original amount if change order) | **Change Order #** | **Additional Amount**

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

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

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

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 095 | 110 | WORK | INFR | 1204 | $ 451,190.00 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**FUNDS CHECK BY:** Courtney Mehrel **Date:** 04.29.2024
**DIRECTOR / SUPERVISOR SIGNATURE** **Date:** 29 APR 24
**CITY PURCHASING AGENT:** **Date:** 4/29/24

**COMMENTS**

This ordinance for for crackfilling and mastic repair of various streets in Springfield.

**SIGN OFF:**

(Mayor's Signature) GEM

(Director of OBM) 4.30.24

S\Excel\Forms\24-19 Ord for FY2025 Crackfilling, Complete Asphalt Service.xls

The information supplied on this form is not confidential information.

Revised 5/26/04

2024-191

**AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW25-03-02 WITH GREENTRAC, LLC TO FURNISH ABATEMENT AND DEMOLITION OF THE FORMER SALVATION ARMY BUILDING, IN AN AMOUNT NOT TO EXCEED $567,600.00, FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS,** the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest evaluated bidder; and

**WHEREAS,** pursuant to the above, the City Purchasing Agent has determined that GreenTrac LLC has submitted the lowest responsible bid meeting specifications to furnish abatement and demolition of the former Salvation Army Building located at 11th Street and Jefferson Street, for the Office of Public Works in an amount not to exceed $567,600.00; and

**WHEREAS,** the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW25-03-02; and

**WHEREAS,** the Office of Public Works recommends accepting this bid and awarding the contract to GreenTrac LLC.

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

**Section 1:** That the City Council hereby accepts the bid from GreenTrac, LLC to furnish abatement and demolition of the former Salvation Army Building located at 11th Street and Jefferson Street for the Office of Public Works in an amount not to exceed $567,600.00. The Mayor and City Clerk are authorized to execute contract no. PW25-03-02 on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to make payment to GreenTrac, LLC. (VC*5092), in the amount of $567,600.00, in accordance with the terms of Contract PW25-03-02 from account number 095-111-DEVL-CDBG-2110.

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

**PASSED:** _____, 2024

**SIGNED:** _____, 2024

**RECORDED:** _____, 2024

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

5/15/24
**Office of Corporation Counsel / Date**

**Requested by: Mayor Misty Buscher**

S:\WPDOCS\Ordinances\Public Works\2024\Lowbid\Demo. former Salvation Army 11th & Jefferson $567,600.00.doc

REVIEWED
COMMITTEE ON STANDARDIZATIONS
AND SPECIFICATIONS

APR 16 2024

BY _____ CHAIRMAN

# OFFICIAL BID RESULTS

DATE: **April 11, 2024**

ITEM: **Abatement and Demolition of Former Salvation Army Building**

CONTRACT #: **PW25-03-02**
BID BOND AMOUNT: 5% OF BID

| BIDDERS | TOTAL BID | BID + 5% LOCAL PREFERENCE |
|---|---|---|
| **Alpine Demolition Services, LLC**<br>3515 Stern Av, St. Charles, IL 60174 | $1,432,900.00 | $1,504,545.00 |
| **Dore & Associates**<br>900 Harry S Truman Pkwy, Bay City, MI 48706 | $898,700.00 | $943,635.00 |
| **Evans Construction Co.**<br>1900 E Washington St, Springfield, IL 62703 | $1,196,000.00 | $1,196,000.00 |
| **Green Demolition Contractors, Inc.**<br>4840 S St. Louis Av, Chicago, IL 60632 | $578,800.00 | $607,740.00 |
| **Green Trac, LLC**<br>300 W Morgan St, PO Box D, Bunker Hill, IL 62014 | $567,600.00 | $595,980.00 |
| **Renascent Inc.**<br>6325 Digital Way, Suite 300, Indianapolis, IN 46728 | $936,000.00 | $982,800.00 |
| **Rezzar Demolition, LLC**<br>930 Pyott Rd, Crystal Lake, IL 60014 | $605,290.00 | $635,554.50 |
| **River City Demolition, Inc.**<br>P.O. Box 726, Peoria, IL 61652 | $687,387.00 | $721,756.35 |
| **S Shafer Excavating, Inc.**<br>4212 Sam's Rd, Pontoon Beach, IL 62040 | $672,000.00 | $705,600.00 |

**The Department of Public Works recommends that contract PW25-03-02 be awarded to GreenTrac, LLC.**

2024-192

## ORDINANCE FACT SHEET

**REQUEST FORM NO:** 24-21
**DATE OF 1ST READING:** 5/21/2024

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

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

**TYPE OF ORDINANCE:** Low Bid
**FISCAL IMPACT:** $ 567,600.00

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

**SUGGESTED TITLE:**

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NO. PW25-03-02 WITH GEENTRAC, LLC TO FURNISH ABATEMENT AND DEMOLITION OF THE FORMER SALVATION ARMY BUILDING FOR THE OFFICE OF PUBLIC WORKS

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

**CONTRACTOR / VENDOR NAME:** GreenTrac LLC
**VENDOR NO:** VC*5092

**CONTRACT TERM:** completion
**CONTRACT #** PW25-03-02
**Change in Scope** Yes [ ] No [X]

**CONTRACT AMOUNT:** $567,600.00 (Original amount if change order)
**Change Order #**
**Additional Amount**

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

[X] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other:
[ ] Exception:
**Code Provision:**

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

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

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 111 | DEVL | CDBG | 2110 | $ 567,600.00 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**FUNDS CHECK BY:** Courtney Hemmel **Date:** 05.13.2024
**DIRECTOR / SUPERVISOR SIGNATURE** **Date:** 14 MAY 24
**CITY PURCHASING AGENT:** **Date:** 5/13/2024

**COMMENTS**

This ordinance is for the abatement and demolition of the former Salvation Army building at 11th & Jefferson Streets in Springfield.

**SIGN OFF:**

(Mayor's Signature) GF/M

(Director of OBM)



2024-192

2024-193

**AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW24-02-89 WITH MICROSURFACING CONTRACTORS, LLC FOR THE MICROSURFACING AND SLURRY CONTRACT, IN AN AMOUNT NOT TO EXCEED $760,450.00, FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS,** the Office of Public Works finds it necessary to apply microsurface and slurry treatments for bituminous street surfaces; and

**WHEREAS,** the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

**WHEREAS,** pursuant to the above, Microsurfacing Contractors, LLC has submitted the lowest responsible bid meeting specifications to provide services for the FY2024 Pressure Pave Program in an amount not to exceed $760,450.00; and

**WHEREAS,** the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW24-02-89.

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

**Section 1:** That the City Council hereby accepts the bid from Microsurfacing Contractors, LLC to provide services for the FY2025 micro surfacing and slurry treatments for bituminous street surfaces throughout the City for the Office of Public Works in an amount not to exceed $760,450.00. The Mayor and City Clerk are authorized to execute contract no. PW24-02-89 on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to make payment to Microsurfacing Contractors, LLC, in the amount of $760,450.00, in accordance with the terms of Contract PW24-02-89 from account number 095-107-WORK-INFR-1204.

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

**PASSED:** _____, 2024

**SIGNED:** _____, 2024

**RECORDED:** _____, 2024

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

_____ 5/10/24
**Office of Corporation Counsel / Date**

S:\WPDOCS\Ordinances\Public Works\2024\Lowbid\Microsurfacing Contractors FY2025 Microsurfacing and Slurry.doc

2024-193

# Tabulation of Bids

2024-193

Local Public Agency: City of Springfield
County: Sangamon
Contract #: PW24-02-89
Estimate: 0.00

Date: 4/11/2024
Time: 2:00 PM
Contract Name: FY2025 Microsurfacing and Slurry Seal

Attended By:

| | | | | | Approved Engineer's Estimate | | Name of Bidder: Microsurfacing Contractors, LLC<br>Address of Bidder: 13940 St Charles Rock Rd<br>Bridgeton, MO 63044<br>314-989-9001<br>Proposal Guarantee: 5%<br>Terms: | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item | Delivery | Unit | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | MICROSURFACING, SINGLE PASS | | SY | 87,530 | | $ - | 5.00000 | $ 437,650.00 | | $ - | | $ - |
| 2 | ASPHALTIC EMULSION SLURRY SEAL | | SY | 36,800 | | $ - | 5.00000 | $ 184,000.00 | | $ - | | $ - |
| 3 | MICROSURFACING RUT-FILLING | | SY | 20,000 | | $ - | 6.75000 | $ 135,000.00 | | $ - | | $ - |
| 4 | BUMP REMOVAL | | EA | 5 | | $ - | 760.00000 | $ 3,800.00 | | $ - | | $ - |
| | | | | | | $ - | | $ - | | $ - | | $ - |
| | | | | | | $ - | | $ - | | $ - | | $ - |
| | | | | | | $ - | | $ -

## ORDINANCE FACT SHEET

**REQUEST FORM NO:** 24-20
**DATE OF 1ST READING:** 5-7-24

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

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

**TYPE OF ORDINANCE:** low bid
**FISCAL IMPACT:** $ 760,450.00

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

**SUGGESTED TITLE:**

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT PW24-02-89 WITH MICROSURFACING CONTRACTORS, LLC FOR THE FY2025 MICROSURFACING AND SLURRY CONTRACT FOR THE OFFICE OF PUBLIC WORKS

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

contract

**CONTRACTOR / VENDOR NAME:** Microsurfacing Contractors, LLC **VENDOR NO:** VC*8022

**CONTRACT TERM:** completion **CONTRACT #** PW24-02-89 **Change in Scope** Yes [ ] No [X]

| CONTRACT AMOUNT: | Change Order # | Additional Amount |
|---|---|---|
| $760,450.00 (Original amount if change order) | | |

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

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

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

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 095 | 110 | WORK | INFR | 1204 | $ 760,450.00 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**FUNDS CHECK BY:** Courtney Meyer **Date:** 04.29.2024
**DIRECTOR / SUPERVISOR SIGNATURE** **Date:** 29 APR 24
**CITY PURCHASING AGENT:** **Date:** 4/29/24

**COMMENTS**

This ordinance is for mcrosruface and slurry treatments for bituminous street surfaces throughout the City of Springfield.

**SIGN OFF:**

(Mayor's Signature) GEM

(Director of OBM) 4.30.24



2024-193

2024-194

**AN ORDINANCE AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORITY IN THE AMOUNT OF $800,000.00 FROM A LINE BUDGETED FOR MOTOR FUEL TAX BUDGET LINE 2307 INTO MOTOR FUEL TAX BUDGET LINE 1204 TO ACCOMMODATE EXPENSES ASSOCIATED WITH DEMOLITIONS FOR THE SPRINGFIELD RAIL IMPROVEMENT PROJECT, FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS,** the Office of Public Works is requesting a transfer of appropriation authority in the amount of $600,000.00 from Motor Fuel Tax Funds originally budgeted in account line 041-110-GAST-STRS-2307 for various land improvements into expenditure line 1204 to accommodate unfinished demolition expenses for FY2024, associated with the Springfield Rail Improvements Project.

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

**Section 1:** That the City Council hereby authorizes a transfer of appropriation authority in the amount of $800,000.00 from Motor Fuel Tax Funds originally budgeted in account line 041-110-GAST-STRS-2307 for various land improvements into expenditure line 1204 to accommodate unfinished demolition expenses for FY2024, associated with the Springfield Rail Improvements Project for the Office of Public Works.

**Section 2:** That the Office of Budget and Management is hereby authorized and directed to effectuate this transfer as follows:

| **FROM ACCOUNT** | **AMOUNT** |
|---|---|
| 041-110-GAST-STRS-2307 | $800,000.00 |

| **TO ACCOUNT:** | **AMOUNT** |
|---|---|
| 041-110-GAST-STRS-1204 | $800,000.00 |

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

**Section 4:** That this ordinance shall become effective after its passage, recording and publication in pamphlet form.

**PASSED:** _____, 2024

**RECORDED:** _____, 2024

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Requested by: Mayor Misty Buscher**

**SIGNED:** _____, 2024

_____
**Mayor Misty Buscher**

**Approved as to legal sufficiency:**

5/14/24
**Office of Corporation Counsel / Date**

S:\WPDOCS\Ordinances\Public Works\2024\Transfer\Transfer Appropriation Authority $800,000.00 PW.doc

2024-194

## AUTHORIZATION TO OVERRIDE BUDGET AUTHORITY

| FY: 2025 | Budget Line:041-110-GAST-STRS-1204 |
|---|---|

*(fund-agency-org-actv-object)*

Current Budget Amount $50,000.00

Amount Encumbered $33,198.00

Amount Expended $0.00

Available Balance $16,802.00

Pending Expenses $373,633.20 ***(attach invoice/document)***

Estimated Overage $356,831.20

Method of Correcting the Appropriation:
***(must accompany the override request)***

Pending Transfer
(Pending Ordinance)
Other _____

To accommodate demolitions associated with the Springfield Rail Improvement Project.
The shortfall will be accommodated by a transfer ordinance submitted for 1st reading May 21st.

( See Attachments)

Agency Director/Designee _____ 2 MAY 24
Signature Date

Budget Analyst Approval: Courtney Hensgel 05.02.2024
Signature Date

OBM Director Approval: _____
Signature Date

***Return Signed Copies to:***
***Originating Agency***
***OBM - Accounting Division***
***OBM - Budget Division***

2024-194

**ORDINANCE FACT SHEET**

**REQUEST FORM NO:**
**DATE OF 1ST READING:** 5/21/2024

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

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

**TYPE OF ORDINANCE:** Transfer **FISCAL IMPACT:** None

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

**SUGGESTED TITLE:**

AN ORDINANCE AUTHORIZING A TRANSFER OF APPROPRIATION AUTHORITY FROM MOTOR FUEL TAX BUDGET LINE 2307 TO MOTOR FUEL TAX LINE 1204 IN THE AMOUNT OF $800,000.00 FOR THE OFFICE OF PUBLIC WORKS.

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

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

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

**CONTRACT AMOUNT:**

| (Original amount if change order) | Change Order # | Additional Amount |
|---|---|---|
| | | |

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

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

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

| | Transfer From- Expense Line | | | | | |
|---|---|---|---|---|---|---|
| | Fund | Agency | Org | Activity | Object | Amount |
| 1 | 041 | 110 | GAST | STRS | 2307 | $800,000.00 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

| | Transfer To- Expense Line | | | | | |
|---|---|---|---|---|---|---|
| | Fund | Agency | Org | Activity | Object | Amount |
| 1 | 041 | 110 | GAST | STRS | 1204 | $800,000.00 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**FUNDS CHECK BY:** Courtney H Lloyd **Date:** 05.02.2024
**DIRECTOR / SUPERVISOR SIGNATURE** **Date:** 2 MAY 24
**CITY PURCHASING AGENT:** Michael Pulido **Date:** May 15, 2024

**COMMENTS**

This ordinance will authorize a transfer of appropriation authority from line 2307 originally budgeted for various land improvements, to line 1204 to accommodate demolitions unfinished in FY24,associated with the Springfield Rail Improvement Project.

**SIGN OFF:**

(Mayor's Signature) (Director of OBM)

S\Excel\Forms\Transfer MFT 2307 to 1204 $800k The information supplied on this form is not confidential information. Revised 5/26/04

2024-194

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE AND EXECUTION OF UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE GRANT NO. 24-CA-11132544-010-009 MANAGED BY AMERICAN FORESTS IN THE AMOUNT OF $889,027.00 WITH NO MATCH WITH FUNDS FOR THE PLANTING OF TREES IN DISADVANTAGED AREAS OF THE CITY AND HIRING OF COMMUNITY OUTREACH ARBORIST AND STUDENT WORKERS, FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS,** the United States Department of Agriculture ("USDA") Forest Service is willing to grant the Office of Public Works Grant No. 24-CA-11132544-010-009 to be used for planting trees in disadvantaged areas of the city and hiring of community outreach arborist and student workers, in an amount not to exceed $889,027.00; and

**WHEREAS,** this grant provides funds to the City to plant one thousand trees in the City's disadvantaged neighborhoods, hire a Community Outreach Arborist / Grant Manager and three Arborist Student workers for four years; and

**WHEREAS,** acceptance and execution of this grant will improve the City's tree canopy in disadvantaged neighborhoods, develop a tree advocacy program and conduct two education programs yearly to engage the community in these respective areas; and

**WHEREAS**, it is in the best interest of the City of Springfield, Illinois, to accept the grant from the USDA Forest Service, in the amount of $889,027.00; and

**WHEREAS**, a copy of the grant shall be located in the Office of the City Clerk and identified as Grant No. 24-CA-11132544-010-009.

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

**Section 1:** The City Council of the City of Springfield, Illinois, hereby accepts Grant No. 24-CA-11132544-010-009 from the USDA Forest Service for planting trees in disadvantaged areas of the city and hiring of community outreach arborist and student workers, in an amount not to exceed $889,027.00. The Mayor and City Clerk are hereby authorized to execute said grant and any other necessary documents on behalf of the City of Springfield, Illinois.

**Section 2:** The Office of Budget and Management is hereby directed to make the necessary deposit of funds into revenue account 001-110-WORK-STRS-1846.

**Section 3:** This ordinance shall be in full force and effect from and after its passage and publication in pamphlet form by the City Clerk.

**PASSED:** _____, 2024

**RECORDED:** _____, 2024

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Requested by: Mayor Misty Buscher**

**SIGNED:** _____, 2024

_____
**Mayor Misty Buscher**

**Approved as to legal sufficiency:**

5/15/24
**Office of Corporation Counsel /Date**

**ORDINANCE FACT SHEET**

**ORD. REQUEST FORM NO:** 24-22
**DATE OF 1ST READING:** 5/21/24

**OFFICE REQUESTING:** Public Works
**CONTACT PERSON:** Brad Hamel
**PHONE NUMBER:** 789-2255 ext. 5329

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

**TYPE OF ORDINANCE:** Grant
**FISCAL IMPACT:** $889,027.00

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

**SUGGESTED TITLE:**

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF USDA FOREST SERVICE GRANT NO.24-CA-11132544-010-009 MANAGED BY AMERICAN FORESTS, IN THE AMOUNT OF $889,027 WITH NO MATCH WITH FUNDS FOR THE PLANTING OF TREES IN DISADVANTAGED AREAS OF THE CITY AND HIRING OF COMMUNITY OUTREACH ARBORIST AND STUDENT WORKERS FOR THE OFFICE OF PUBLIC WORKS.

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

Award Letter
Grant Sub Award Agreement

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

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

**CONTRACT AMOUNT:**

| (Original amount if change order) | Change Order # | Additional Amount |
|---|---|---|
| | | |

**Method of Purchase (check one)**

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

**Previous Ord #'s**

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

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

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 110 | WORK | STRS | 1846 | $889,027 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**FUNDS CHECK BY:** Courtney Heindl **Date:** 05.13.2024
**DIRECTOR / SUPERVISOR SIGNATURE** **Date:** 13 MAY 24
**CITY PURCHASING AGENT:** **Date:**

**COMMENTS**

This ordinance accepts and executes a grant agreement to plant 1,000 trees in the City's disadvantaged neighborhoods, hire a Community Outreach Arborist/Grant Manager and three Arborist Student Workers for four years. This grant will help improve our tree canopy in disadvantaged neighborhoods, develop a tree advocacy program and conduct two educational programs yearly to engage the community in these areas respective areas.

**SIGN OFF:**

(Mayor's Signature) GFJ

(Director of OBM)


The information supplied on this form is not confidential information.


2024-195

**AN ORDINANCE AUTHORIZING RENEWAL OF A SMALL GOVERNMENT TERM ENTERPRISE LICENSE AGREEMENT AND MAINTENANCE AGREEMENT FROM ESRI – ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FROM JULY 25, 2024, THROUGH JULY 24, 2025, IN AN AMOUNT NOT TO EXCEED $83,108.00, FOR THE OFFICE OF PUBLIC WORKS, OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT AND THE OFFICE OF PUBLIC UTILITIES**

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

**WHEREAS,** the City previously approved a three-year contract with Environmental Systems Research Institute, Inc., ESRI, a sole source provider, for the Office of Public Works, the Office of Planning and Economic Development and the Office of Public Utilities to purchase a Small Government Term Enterprise License Agreement and Maintenance Agreement (CN16545) from July 25, 2022, through July 24, 2025; and

**WHEREAS**, it is necessary to authorize payment to ESRI for renewal of the agreement for an amount not to exceed $83,108.00 from July 25, 2024, through July 24, 2025; and

**WHEREAS,** the City Purchasing Agent has made a determination in writing, that this purchase is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40 pertaining to Sole Source Procurement; and

**WHEREAS**, a copy of the renewal quotation with ESRI shall be on file in the Office of the City Clerk.

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

**Section 1:** That the City Council hereby authorizes renewal of a Small Government Term Enterprise License Agreement and Maintenance Agreement (CN16545) from ESRI – Environmental Systems Research Institute, Inc. for an amount not to exceed $83,108.00 from July 25, 2024, through July 24, 2025, for the Office of Public Works, the Office of Planning and Economic Development and the Office of Public Utilities.

**Section 2:** That the Office of Budget and Management is hereby authorized to make payment of $83,108.00 to ESRI – Environmental Systems Research Institute, Inc. (0ESR2700) from accounts as follows:

| | |
|---|---|
| 001-110-WORK-GISS-1606 | $54,878.00 |
| 102-100-CBCA-7778-1606 | $27,400.00 |
| 001-111-DEVL-DEVL-1605 | $ 830.00 |
| **TOTAL** | **$83,108.00** |

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

**PASSED:** _____, 2024

**SIGNED:** _____, 2024

**RECORDED:** _____, 2024

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

_____ / 5/14/24
**Office of Corporation Counsel / Date**

S:\WPDOCS\Ordinances\Public Works\2024\Sole\ESRI License Agreement 2024-2025.doc

2024-196

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

# MEMORANDUM

**TO:** Matt Gairani

**FROM:** Anthony Quinones – Central Purchasing

**DATE:** April 29, 2024

**SUBJECT:** Joint Contract Determination

**I have reviewed the Ordinance Fact Sheet to ESRI – Environmental Systems Research Institute Inc., for the purchase of ArcGIS small government term enterprise license agreement and maintenance for a one (1) year term from July 25, 2024 to July 24, 2025 in an amount not to exceed $83,108.00 for Public Works, CWLP – Office of Public Utilities and OPED.**

**The Joint Purchasing / State Contract Number is 24-448DOIT-INFOT-P-60734**

**Pursuant to Article 38.50 (3) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made off of a State of Illinois contract available for joint purchasing.**

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

2024-196

409-C

Esri Inc
380 New York St
Redlands CA 92373-8118

# Subject: Renewal Quotation

**Date:** 04/25/2024
**To:** Matt Gairani
**Organization:** City of Springfield
Public Works Dept
**Fax #:** 217-789-2366 **Phone #:** (217) 789-2255

**From:** Heather Carmody
**Fax #:** 909-793-4801 **Phone #:** + 19093692314 Ext. 2314
**Email:** HCARMODY@ESRI.COM

Number of pages transmitted (including this cover sheet): 4

Quotation #26209456
Document Date: 04/25/2024

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www.esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www.esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

2024-196

esri®
380 New York St
Redlands, CA 92373-8118
Phone: + 190936923142314
Fax #: 909-793-4801

# Quotation

**Date:** 04/25/2024 **Quotation Number:** 26209456 **Contract Number:** SMALL GOVT ELA US

**Send Purchase Orders To:**
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Heather Carmody

**Please include the following remittance address on your Purchase Order:**
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

City of Springfield
Public Works Dept
Municipal Center W Rm 201
300 S 7th St
Springfield IL 62701-1613
**Attn:** Matt Gairani
**Email:** Matt.Gairani@springfield.il.us
**Customer Number:** 16545

**For questions regarding this document, please contact Customer Service at 888-377-4575.**

| Item | Qty | Material# | Unit Price | Extended Price |
|---|---|---|---|---|
| | | Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.<br><br>The annual usage report must include actual license counts by product, licensee, and location.<br><br>Please return your report via email to ea_usage_reports@esri.com.<br><br>Thank you in advance for your prompt attention to this matter. | | |
| 10 | 5 | 157007<br>ArcGIS Community Analyst Web App Online Annual Subscription<br>Start Date: 07/25/2024<br>End Date: 07/24/2025<br>Subscription ID: 7227233476 | 50.00 | 250.00 |
| 1010 | 1 | 165555<br>ArcGIS Data Interoperability for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription<br>Start Date: 07/25/2024 | 357.50 | 357.50 |

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at https://go.esri.com/maintenance
For questions related to the price change, please reach out to your assigned Esri Account Manager.

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**To expedite your order, please reference your customer number and this quotation number on your purchase order.**

2024-196

380 New York St
Redlands, CA 92373-8118
Phone: + 190936923142314
Fax #: 909-793-4801

# Quotation



**Date:** 04/25/2024 **Quotation Number:** 26209456 **Contract Number:** SMALL GOVT ELA US

| Item | Qty | Material# | Unit Price | Extended Price |
|---|---|---|---|---|
| | | End Date: 07/24/2025<br>Subscription ID: 7227233476 | | |
| 2010 | 1 | 168180<br>Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription<br>Start Date: 07/25/2024<br>End Date: 07/24/2025<br>Subscription ID: 7227233476 | 82,500.00 | 82,500.00 |

| | | |
|---|---|---|
| **Item Subtotal** | | 83,107.50 |
| **Estimated Tax** | | 0.00 |
| **Total** | **USD** | **83,107.50** |

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**

2024-196

380 New York St
Redlands, CA 92373-8118
Phone: + 190936923142314
Fax #: 909-793-4801

# Quotation



**Date:** 04/25/2024 **Quotation No:** 26209456 **Customer No:** 16545 **Contract No:** SMALL GOVT ELA US

| Item | Qty | Material# | Unit Price | Extended Price |
|---|---|---|---|---|

Renew online by using a credit card, purchase order, or by requesting an invoice at https://www.esri.com/en-us/quote-order/renew.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

USD_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_____ _____
Signature of Authorized Representative Date

_____ _____
Name (Please Print) Title

2024-196

**ORDINANCE FACT SHEET**

**REQUEST FORM NO:**
**DATE OF 1ST READING:** ~~04/26/2024~~ 5/21/24

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

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

**TYPE OF ORDINANCE:** Sole Source **FISCAL IMPACT:** $83,108.00

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

**SUGGESTED TITLE:**

AN ORDINANCE AUTHORIZING THE PURCHASE OF SMALL GOVERNMENT TERM ENTERPRISE LICENSE AGREEMENT AND MAINTENANCE FOR A PERIOD OF 1 YEAR IN AN AMOUNT NOT TO EXCEED $83,108.00 FOR THE OFFICES OF PUBLIC WORKS, ECONOMIC DEVELOPMENT AND PUBLIC UTILITIES.

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

**CONTRACTOR / VENDOR NAME:** ESRI - Environmental Systems Research Institute, Inc. **VENDOR NO:** 0ESR2700

**CONTRACT TERM:** 1yr 7/25/24 to 7/24/2025 **CONTRACT #** **Change in Scope** Yes [ ] No [ ]

**CONTRACT AMOUNT:**

| (Original amount if change order) | Change Order # | Additional Amount |
|---|---|---|
| | | |

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

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

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

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 110 | WORK | GISS | 1606 | $54,878.00 |
| 2 | 102 | 100 | CBAD | 7778 | 1606 | $27,400.00 |
| 3 | 001 | 111 | DEVL | DEVL | 1605 | $830.00 |

**FUNDS CHECK BY:** Courtney Hegel **Date:** 04.29.2024
**DIRECTOR / SUPERVISOR SIGNATURE** **Date:** 4/26/24
**CITY PURCHASING AGENT:** **Date:** 4/29/2024

**COMMENTS**

A joint purchase of renewals for the Small Government ELA (CN16545) license agreements. The period covered will be July 25th 2024 to July 24th 2025..

**SIGN OFF:**

(Mayor's Signature) OBM

(Director of OBM) 4/30/24

S\Excel\Forms\ESRI - FY24

The information supplied on this form is not confidential information.

Revised 5/26/04

2024-196

2024-197

**AN ORDINANCE APPROVING THE REAPPOINTMENT OF MITCHELL L. MURDOCK TO THE OAK RIDGE CEMETERY BOARD OF TRUSTEES**

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

**WHEREAS**, pursuant to Section 92.15(b) of the 1988 City Code of Ordinances, as amended, the mayor, upon advice and consent of the City Council, desires to reappoint Mitchell L. Murdock to serve a three year term on the Oak Ridge Cemetery Board of Trustees; and

**WHEREAS**, the term for Mitchell L. Murdock has expired; and

**WHEREAS,** Mayor Misty Buscher desires to reappoint Mitchell L. Murdock to serve an additional three-year term.

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

**Section 1:** That the City Council hereby approves the reappointment of Mitchell L. Murdock, who resides on Redlands Drive, to the Oak Ridge Cemetery Board of Trustees through December 1, 2027.

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

**PASSED:** _____, 2024

**SIGNED:** _____, 2024

**RECORDED:** _____, 2024

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

_____ 5/10/24
**Office of Corporation Counsel / Date**

**Requested by: Mayor Misty Buscher**

S:\WPDOCS\Ordinances\Mayor\2024\Appt\Oak Ridge\Reappt Mitchell L. Murdock.doc

2024-197

**ORDINANCE FACT SHEET**

**REQUEST FORM NO:**
**DATE OF 1ST READING:** 5/21/2024

**OFFICE REQUESTING:** MAYOR BUSCHER
**CONTACT PERSON** Mike Disco
**PHONE NUMBER:** 789-2200

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

**TYPE OF ORDINANCE:** REAPPOINTMENT TO COMMISSION **FISCAL IMPACT:**

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

**SUGGESTED TITLE:**

THIS ORDINANCE IS TO REAPPOINT MITCHELL MURDOCK TO THE BOARD OF MANAGERS OF OAK RIDGE CEMETERY.

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

**CONTRACTOR / VENDOR NAI** **VENDOR NO:**

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

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

**Method of Purchase (check one)**

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

**Previous Ord #'s**

**Is Purchasing Agent approval require** No [ ] Yes [ ]
**Is Purchasing Agent approval attache** No [ ] Yes [ ]

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

**REVENUE**

| | Fund | Agency | Org | Activity | Source | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**FUNDS CHECK BY:** **Date:**

**DIRECTOR / SUPERVISOR SIGNATURE** **Date:**

**CITY PURCHASING AGENT:** **Date:**

**COMMENTS**

PURSUANT TO CHAPTER 92, SEC. 92.15(b) OF THE 1988 CITY CODE OF ORDINANCES, THIS ORDINANCE IS TO REAPPOINT MITCHELL MURDOCK, WHOM RESIDES ON REDLANDS DRIVE, TO THE BOARD OF MANAGERS OF OAK RIDGE CEMETERY FOR THREE YEAR TERM. EXPIRATION WILL BE 12/1/2027.

**SIGN OFF:**

Springfield (Mayor's Signature) GEH (Director of OBM)

G:\B&C FACT SHEETS\OAK RIDGE CEMETERY BOARD\Reappt Murdock to Oak RidgeReappt Murdock to Oak Ridge
The information supplied on this form is not confidential information.

Revised 5/26/04

2024-197

2024-198

**AN ORDINANCE APPROVING THE APPOINTMENT OF CRAIG COLBROOK TO THE CIVIL SERVICE COMMISSION**

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

**WHEREAS,** pursuant to Section 36.25(b) of the 1988 City of Springfield Code of Ordinances, as amended, the mayor, with advice and consent of the city council, shall appoint members to the Civil Service Commission for a three year term; and

**WHEREAS,** Mayor Misty Buscher desires to appoint Craig Colbrook to complete the unexpired term of Amy Szarek Martin on the Civil Service Commission which will expire on January 1, 2025.

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

**Section 1:** That the City Council hereby approves the appointment of Craig Colbrook, who resides on South Douglas Street in Springfield to the Civil Service Commission, for the term expiring on January 1, 2025.

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

**PASSED:** _____, 2024

**SIGNED:** _____, 2024

**RECORDED:** _____, 2024

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

_____ / 5/14/24
**Office of Corporation Counsel / Date**

**Requested by: Mayor Misty Buscher**

**ORDINANCE FACT SHEET**

**ORD. REQUEST FORM NO:** _____
**DATE OF 1ST READING:** 5/21/2024

**OFFICE REQUESTING:** MAYOR'S OFFICE **CONTACT PERSON:** MIKE DISCO
**PHONE NUMBER:** 789-2200

**EMERGENCY PASSAGE:** No ☒ Yes ☐ If yes, explain justification.

**TYPE OF ORDINANCE:** APPOINTMENT TO COMMISSION **FISCAL IMPACT:** $0.00

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

**SUGGESTED TITLE:**

AN ORDINANCE APPROVING THE APPOINTMENT OF CRAIG COLBROOK TO THE CIVIL SERVICE COMMISSION

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

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

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

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

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

☐ Low Bid ☐ Other: _____ **Is Purchasing Agent approval required?** No ☐ Yes ☒
☐ Low Bid Meeting Specs ☐ Exception: _____ **Is Purchasing Agent approval attached?** No ☐ Yes ☒
☐ Low Evaluated Bid **Code Provision:** _____

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

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

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

**COMMENTS**

PURSUANT TO THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, CHAPTER 36, SECTION 36.25, THIS ORDINANCE IS TO APPOINT CRAIG COLBROOK, WHO RESIDES ON SOUTH DOUGLAS STREET TO THE CIVIL SERVICE COMMISSION. HE WILL BE REPLACING AMY MARTIN TO FULFILL THE UNEXPIRED TERM. EXPIRATION WILL BE 1/25/25. 1ST APPT.

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

S\Excel\Forms__Blank Fact Sheet (REVISED)__ The information supplied on this form is not confidential information. Revised 5/10/04

2024-198

**AN ORDINANCE AMENDING CHAPTER 110 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO MASSAGE ESTABLISHMENTS**

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

**WHEREAS,** it's in the best interest of the City to establish a license requirement for massage parlors; and

**WHEREAS,** it's in the best interest of the City to amend Chapter 110 as provided for herein.

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

**Section 1:** That the City Council hereby amends Chapter 110 of the 1988 Code of Ordinances, as amended, as follows:

*SEE EXHIBIT A*

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

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

**PASSED:** _____, 2024

**SIGNED:** _____, 2024

**RECORDED:** _____, 2024

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher,**
**Alderwoman Jennifer Notariano,**
**Alderwoman Erin Conley**

LKC EGN 5/16/24
**Office of Corporation Counsel /Date**

S:\WPDOCS\Ordinances\Corporation Counsel\2024\Amend\Massage Parlors.doc

**EXHIBIT A**

**ARTICLE XLVI MASSAGE ESTABLISHMENTS**

**§ 110.930 DEFINITIONS.**

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

*Advertise of Advertising Material.* The issuance of any card, sign, or device to any person; the causing, permitting, or allowing of any sign or marking on or in any building, vehicle, or other structure; or any printed, audio, or video material published in or broadcast by any newspaper, magazine, television, radio, internet, internet streaming device, blog, chat room, website, or social media.

*Applicant.* Any person that applies for a massage establishment license.

*Bodywork or Bodywork Services.* Any method of applying pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating, the external parts of the body, by another individual, with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliances, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or similar preparations, for compensation. The definition of bodywork or bodywork services for the purposes of this article is intentionally not the same and is broader than the definition of massage in this article, and is intended to cover massage, bodywork services provided by bodywork practitioners, and other similar services that fit the general definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this article.

*Bodywork Practitioner or Bodywork Provider.* Any person who provides bodywork services, including massage therapists.

*Employee.* Any and all persons other than massage therapists, who render any service to the licensee, who receive compensation directly from the licensee, and who have no physical contact with customers and clients.

*Health Officer* Health officer shall mean the Director of the Department of Health of the County of Sangamon or his authorized representative.

*Licensee.* An applicant who has received a license from the City to operate a massage establishment.

*Massage, Massage Services, or Massage Therapy.* Any system of structured palpitation or movement of the soft tissue of the body, including, but not limited to, techniques such as effleurage or stroking and gliding, petrissage or kneading, tapotement or percussion, tapping, pounding, friction, vibration, compression, touching, stimulating, and stretching the external parts of the body with or without the aid of lubricants, rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments, salt or herbal preparations, hydromassage, thermal massage, a massage device that mimics or enhances the actions

typically performed by human hands, or any other similar preparations commonly used in this practice.

*Massage.* Massage for the purposes of this article is intended to cover massage and bodywork services provided by massage therapists, bodywork practitioners, and other similar services that fit the definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this article.

*Massage Establishment.* Except as otherwise provided in this article, any establishment having a fixed place of business within the City that advertises or offers massage services, or where any person for any consideration whatsoever, engages in the practice of massage, or carries on, or permits to be engaged or carried on any massage services as defined in this article.

*Massage Therapist.* Any person who, for any consideration whatsoever, engages in the practice of massage as defined in this article, and who holds a valid license from the Illinois Department of Finance and Professional Regulation, or possesses written documentation of exemption from licensing or certification under the Illinois Massage Licensing Act (225 ILCS 57/1 et seq.) to perform massage services. For the purposes of this article, "massage therapist" shall include practitioners of Asian bodywork approaches and other similar practitioners exempt from licensing under the Illinois Massage Licensing Act (225 ILCS 57/25).

*Person.* Any individual, partnership, firm, association, limited liability company, joint venture, joint stock company, corporation or combination thereof in whatever form or character.

*Sexual or Genital Area.* The male or female genitals, pubic area, buttocks, anus or perineum of any person, or the vulva or breasts of a female.

**§ 110.931 LICENSE REQUIRED.**

It shall be unlawful for any person to advertise, offer, engage in, conduct or carry on, or to permit to be advertised, offered, engaged in, conducted or carried on, in or upon any premises in the city, the operation of a massage establishment as herein defined, without first having obtained a license from the city pursuant to the provisions of this article, with the exception of the following:

(A) Hospitals, nursing homes, medical facilities, or offices at which physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, occupational therapists, physical therapists, or other health care workers duly licensed by the State of Illinois to provide, on an ongoing basis, professional health services to individuals including, but not limited to, services permitted by the Illinois Occupational Therapy Practices Act (335 ILCS 75/1 et seq.); the Illinois Physical Therapy Act (225 ILCS 90/1 et seq.); or the Illinois Naprapathic Practices Act (225 ILCS 63/1 et seq.);

(B) Athletic trainers for any athletic program of a private or public school, college, or any athletic team regularly organized or engaging in competition;

(C) Barbers, estheticians, and cosmetologists who are duly licensed by the State of Illinois, and who only provide massage services of the neck, back, face, scalp, hair, hands, and feet of a patron who is fully clothed;

(D) Any school or educational institution licensed to do business as a school or educational institution in the State of Illinois, or any school recognized by or approved by or affiliated with the American Massage Therapy Association, the National Certification Board for Therapeutic Massage and Bodywork, or the Federation of State Massage Therapy Boards, and which has for its purpose or offers courses in the teaching of the theory, method, profession, or work of bodywork or massage, including clinical externships, practicums or community services;

(E) Home-based massage services provided by a person who is duly licensed by the State of Illinois, provided that such person is otherwise in compliance with the city code pertaining to home occupations; and

(F) Massage services offered or conducted by a licensed massage establishment and which are performed at a location other than a massage establishment, provided that such massage services are performed in accordance with this article.

**§ 110.932 FILING OF APPLICATION AND FEE PROVISION.**

(A) Every applicant for a license to maintain, operate, or conduct a massage establishment shall file an application with the City Clerk as provided herein and pay a non-refundable fee of $25. The application shall be in the form provided by the City Clerk or his/her designee.

(B) The City Clerk shall, within five days of the receipt of an application for a massage establishment license, forward copies of such application to the Chief of Police, the department of public works, the fire department, the county department of health, and the office of business licensing. The police department, the department of Public Works, the fire department, the county department of health, and the office of business licensing may, within 30 days of the receipt of a copy of the application, inspect the premises proposed to be operated as a massage establishment and make written recommendations concerning compliance with the codes, laws, regulations, and ordinances that each respective department administers. The mayor shall thereafter review the application and make the final determination whether to grant or deny the application for a license under this article, and shall also provide a copy of the recommendation to the City Clerk.

(C) The mayor shall determine whether to grant, deny or hold an application for further investigation, and the City Clerk shall notify the applicant that his or her application is granted, denied, or held for further investigation by the mayor. Upon the conclusion of such additional investigation, if necessary, the Mayor shall determine whether to grant or deny, and the City Clerk shall advise the applicant in writing whether the application is granted or denied by the Mayor.

**§ 110.933 APPLICATION FOR MASSAGE ESTABLISHMENT.**

(A) The application for a license to operate a massage establishment shall set forth the exact nature of the massage services to be administered, and the proposed place of business and facilities therefor.

(B) The application for a license shall contain the following information:

(1) The applicant's name, current address, telephone number, and date of birth.

(2) The name, address, and date of birth of all employees, massage therapists, managers, and persons with supervisory authority that have been or are intended to be employed by the applicant or provide massage services.

(3) Whether the applicant has had any license denied, revoked or suspended in the City of Springfield, State of Illinois, or any other state or municipality for a massage establishment, and the reasons therefor.

(4) Whether the applicant, or any employee, massage therapist, manager, or person with supervisory authority has had any criminal or municipal ordinance violation convictions, forfeiture of bond, and pleadings of nolo contendere on all charges, except minor traffic violations, within the last five years.

(5) Authorization for the chief of police or his designee to conduct a background check and take fingerprints on the applicant, and any manager or person with supervisory authority.

(6) A copy of the State of Illinois issued massage license for each massage therapist that has been or is intended to be employed by the applicant to provide massage services, or a copy of the certification or other written documentation or proof of exemption for licensing as required by the Massage Licensing Act (225 ILCS 57/25).

(7) A drawing or floor plan of the premises designating each room by its purpose or the activity that will take place in each room.

(8) If the premises is leased:

(a) A copy of the lease, and any subleases, assignments or acceptances in effect at the time of application;

(b) The name, address and telephone number of the legal owner of the premises;

(c) If the legal owner is not an individual, the name, address and telephone number of a representative or agent authorized to act on behalf of the legal owner; and

(d) If the premises is managed or supervised by someone other than the legal owner thereof, the name, address and telephone number of the person, business or entity who manages or supervises the premises.

(9) If the applicant is a business:

(a) The type of business or entity (i.e., sole proprietorship, corporation, limited liability company, partnership, etc.);

(b) The name of the business or entity, and all assumed names under which the business or entity is conducted; and

(c) The names, addresses, telephone numbers, and dates of birth of all persons with management and supervisory authority of the business or entity.

(10) The information requested in divisions (B)(1), (3), (4) and (5) shall also include information for the following persons:

(a) If the applicant is a sole proprietorship, the information sought to be provided shall be for the individual.

(b) If the applicant is a partnership, the information sought to be provided shall be for each general and limited partner, for each individual who is a general partner of such general or limited partnership, and for each individual who owns more than five percent (5%) of such limited partnership.

(c) If the applicant is a joint venture, the information sought to be provided shall be for each joint venturer and each individual who owns more than 5% of such joint venture.

(d) If the applicant is a corporation, the information sought to be provided shall be for each officer and director, and if the corporation's stock is publicly traded, each shareholder owning more than 5% of the outstanding stock in said corporation.

(e) If the applicant is a limited liability company, the information sought to be provided shall be for each manager and member owning or holding more than a 5% membership interest.

(C) If a change in any information required under this section occurs at any time during a license period, the licensee shall file a written statement with the City Clerk indicating the nature and effective date of the change. The change in information statement shall be filed no later than ten days after the change(s) take effect.

**§ 110.934 ISSUANCE OF LICENSE FOR MASSAGE ESTABLISHMENT.**

(A) Upon receipt of the Mayor's determination as referred to in this article, the City Clerk shall issue a license to maintain, operate or conduct a massage establishment, unless the Mayor finds:

(1) That the operation of the massage establishment, as proposed by the applicant, would not comply with all applicable laws, including but not limited to, the building, health, planning, housing, zoning, and fire codes of the City of Springfield; or

(2) That the applicant and any other person who will be directly or indirectly engaged in the management and operation of a massage establishment has been convicted of or pled guilty to:

(a) A felony;

(b) An offense involving sexual misconduct with children; or

(c) Prostitution, soliciting for a prostitute, keeping a place of prostitution, pimping, or other similar offense opposed to decency and morality; or

(3) That the applicant has failed or refused to give information relevant to the investigation of the application; submitted false, misleading or incomplete information; or has refused to submit to or cooperate with any inspection required by this article; or

(4) That the operation of the massage establishment, as proposed by the applicant, would violate the provisions of this article; or

(4) That the granting of the license would not be in the best interests of the City and the reason(s) therefore; or

(B) The Mayor, at his/her discretion, may issue a license to any person convicted of or who has pled guilty to any felony, if the Mayor finds that such conviction occurred at least five years prior to the date of application, the applicant has had no subsequent convictions, and the applicant has shown evidence of rehabilitation sufficient to warrant the public trust.

(C) Every massage establishment license issued pursuant to this article shall expire on January 1 of each year, unless sooner suspended or revoked in accordance with this article.

**§ 110.935 FACILITIES NECESSARY.**

(A) No massage establishment shall be issued a license, nor be operated, established or maintained within the City, unless said establishment complies with each of the following minimum requirements:

(1) Construction of room used for toilets, tubs, steam baths and showers shall be made waterproof with approved waterproof materials and shall be installed in accordance with the building code of the City of Springfield.

(2) All massage tables, bathtubs, shower stalls, steam or bath areas, lavatories, and floors shall have surfaces which may be readily disinfected.

(3) Adequate bathing, dressing, locker, and toilet facilities shall be provided for patrons to be served at any given time. In the event male and female patrons are to be served simultaneously, separate bathing, dressing, locker, toilet, and massage room facilities shall be provided. Separate toilet and lavatory facilities shall be maintained for personnel.

(4) The premises shall have adequate equipment for disinfecting and sterilizing non-disposable instruments and materials used in administering massages. Such non-disposable instruments and materials shall be disinfected after use on each patron.

(5) Closed cabinets shall be provided and used for the storage of clean linen, towels, and other materials used in connection with administering massages. All soiled linens, towels, and other materials shall be kept in properly covered containers or cabinets, which shall be kept separate from the clean storage areas.

(6) Toilet facilities shall be provided within the massage establishment in convenient locations. When five or more employees and patrons of different sexes are on the premises at the same time, separate toilet facilities shall be provided. A single water closet per sex shall be provided for each 20 or more employees or patrons of that sex on the premises at any one time. Urinals may be substituted for water closets after one water closet has been provided. Toilet facilities shall be designated as to the sex accommodated therein.

(7) Lavatories or washbasins shall provide both hot and cold running water and shall be installed in the toilet room. Lavatories or washbasins shall be provided with a soap dispenser and sanitary towels.

(8) The premises shall be equipped with a service sink for custodial service.

**§ 110.936 OPERATING REQUIREMENTS.**

(A) Every portion of the massage establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition.

(B) Price rates for all services shall be prominently posted in the reception area in a location available to all patrons and prospective customers or provided to all patrons and prospective customers as a written price list.

(C) All employees, managers, persons with supervisory authority, massage therapists, agents, and independent contractors shall wear clean, non-transparent outer garments, which cover the sexual and genital areas while on the licensed premises. Employees, massage therapists, agents, and independent contractors shall not disrobe, or offer or agree to disrobe, either wholly or partially while in the presence of any patron receiving massage services. A separate dressing room for each sex must be available on the premises with individual lockers for each employee and massage therapist. Doors to such dressing rooms shall open inward and shall be self-closing.

(D) All massage establishments shall maintain clean, laundered sheets and towels in sufficient quantity, and shall be laundered after each use thereof and stored in a sanitary manner.

(E) The sexual or genital area of patrons must be covered by towels, cloths, or undergarments when in the presence of an employee, manager, person with supervisory authority, massage therapist, agent, or independent contractor.

(F) It shall be unlawful for any employee, manager, person with supervisory authority, massage therapist, agent, or independent contractor, to place his or her hand upon, to touch with any part of his or her body, to fondle in any manner, or to massage a sexual or genital area of any person while on the licensed premises.

(G) No employee, manager, person with supervisory authority, massage therapist, agent or independent contractor shall perform, or offer or agree to perform any act which would require the touching of the patrons' genital area.

(H) All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities shall be in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and showers shall be thoroughly cleaned after each use. When carpeting is used on the floors, it shall be kept dry.

(I) Oils, creams, lotions, or other preparations used in administering massages shall be kept in clean, closed containers or cabinets.

(J) No massage therapist shall administer a massage to a patron impaired by intoxicating liquor or drugs, nor shall any massage therapist administer a massage to a patron while impaired by intoxicating liquor or drugs.

(K) No massage therapist shall administer a massage to a patron exhibiting any skin fungus, skin infection, skin inflammation, or skin eruption, unless a physician or nurse practitioner duly licensed by the State of Illinois certifies in writing that such person may be safely massaged and prescribing the conditions thereof.

(L) Each massage therapist shall wash his or her hands in hot running water, using a proper soap or disinfectant before administering a massage to each patron.

(M) (1) All licensees shall maintain, as a business record of the licensed massage establishment, a record of:

(a) The date and time of all massage services performed at the licensed premises;

(b) The name of the massage therapist administering massage services; and

(c) The amounts received for massage services.

(2) The record of the date, time, and service provided must be made before services are initiated, and the record of the amount received for services must be made at the time payment is rendered. All records shall be kept for a period of at least one year and shall be made available in a format that can be inspected at any reasonable time upon request by the mayor or the chief of police or their designees.

(N) The main entrance to the massage establishment where patrons and potential customers are greeted shall be clearly visible from the outside and shall have and maintain clear glass that is not painted over, darkened, or otherwise blocked by cloth or any other obstruction.

(O) A sign shall be posted in a prominent location near the main entrance of the massage establishment identifying the establishment as a massage establishment and state the trade or business name as it appears on the massage establishment's license.

(P) Prospective customers and patrons shall be provided with written notice which states the following:

"State law prohibits soliciting another for the purpose of a sexual act. Solicitation can be punishable as a Class 4 felony, subject an offender to fines and imprisonment, and impoundment of any vehicle used by the offender to commit the offense. Offers or requests to buy or purchase sexual services or acts shall be immediately reported to law enforcement."

(Q) Written notice shall be posted in a conspicuous location accessible to all employees and massage therapists which states the following:

"State law prohibits soliciting another for the purpose of a sexual act. Solicitation can be punishable as a Class 4 felony, subject an offender to fines and imprisonment, and impoundment of any vehicle used by the offender to commit the offense. Offers or requests to buy or purchase sexual services or acts should be immediately reported to the City of Springfield Police Department by calling 911."

(R) The hours of operation for massage establishments shall be limited to the hours between 8:00 a.m. and 9:00 p.m.

(S) There shall be not be placed, published, or distributed any advertisement, picture, or statement in any manner or medium which is false, deceptive, or misleading in order to induce any person to purchase or utilize any massage services, or which reasonably appears to suggest or imply any sexual activity in connection with massage services.

(T) No person shall reside or be allowed to remain overnight in the licensed premises; provided, however, that if the licensed premises contains living quarters that are properly zoned and authorized for such residential use above the massage establishment, the entrance to such living quarters shall be separate from the entrance to the massage establishment and shall not be accessible in any manner from the interior of the massage establishment.

**§ 110.937 ADVERTISING.**

No massage establishment granted a license under provisions of this article shall place, publish or distribute or cause to be placed, published, or distributed any advertising material that depicts any portion of the human body that would reasonably suggest or imply to prospective customers that any sexual activity is available or will be performed in connection with massage services, or that employees, managers, persons with supervisory

authority, or massage therapists are dressed in any manner other than prescribed in this article, nor shall any massage establishment suggest or imply in the text of such advertising that any sexual activity is available or will be performed in connection with massage services.

**§ 110.938 INSPECTIONS.**

The business licensing department, the department of public works, and the police department may make an inspection of each massage establishment granted a license under the provisions of this article for the purposes of determining whether the provisions of this article are complied with. Such inspections shall be made at reasonable times and in a reasonable manner. As a condition of the issuance of a license under this article, the licensee consents to walk-through inspections by authorized City employees, without notice, at any time during business hours. It shall be unlawful for any licensee to fail to allow such inspection officer access to the premises or to hinder such officer in any manner.

**§ 110.939 TRANSFER OF LICENSE.**

No license for the operation of a massage establishment issued pursuant to the provisions of this article shall be transferable; provided, however, that upon the death or incapacity of a licensee, the massage establishment may continue in business for a reasonable period of time, not to exceed 90 days, to allow for the approval of a new license.

**§ 110.940 DISPLAY OF LICENSE.**

Every licensee shall display a valid license in a conspicuous place within the massage establishment so that the same may be readily seen by patrons or prospective customers entering the premises.

**§ 110.941 EMPLOYMENT OF MASSAGE THERAPISTS.**

(A) Massage establishments shall not employ or contract with any person as a massage therapist unless he or she holds a current, valid license issued by the Illinois Department of Financial and Professional Regulation or written proof of exemption from said license, as required by the Massage Licensing Act (225 ILCS 57/1 et seq.). Upon receiving notice or constructive notice that a massage therapist has been disciplined or subject to investigation by the department, the licensee shall be responsible for obtaining information as to the status of said massage therapist's license.

(B) Each massage establishment shall maintain a current list of all licensed massage therapists who perform massage services and proof of their current, valid license or written proof of exemption from said license as required by the Massage Licensing Act (225 ILCS 57/1 et seq.). The licensee shall allow inspection of such records at any reasonable time upon request by the City.

(C) No student or non-licensed person, other than a person with written proof of exemption from licensure as required by the Massage Licensing Act (225 ILCS 57/1 et seq.), shall be allowed in a massage therapy room with a patron unless accompanied by a licensed massage therapist at all times.

**§ 110.942 REVOCATION OR SUSPENSION OF LICENSE FOR MASSAGE ESTABLISHMENT.**

Any license issued for a massage establishment under this article may be revoked or suspended by the Mayor for good cause or where any provision of this article, the City Code, or any law is violated by the licensee or any massage therapist, employee, manager, person with supervisory authority, agent, or independent contractor of the licensee while at the massage establishment. For purposes of license revocation or suspension, the licensee shall be strictly liable for such violations, regardless of actual or constructive knowledge of such violations. It shall also be cause for revocation or suspension that the licensee has made a false statement on an application for a license or renewal thereof under this article, or in any case where the licensee refused to permit any duly authorized police officer, City inspector, or health inspector of the County of Sangamon to inspect the licensed premises or the operations therein. Such license may also be revoked or suspended by the Mayor after upon the recommendations of a duly authorized police officer, City inspector, or the health inspector that such business is being managed, conducted, or maintained without regard for the public health or health of patrons or prospective customers, or without due regard to proper sanitation or hygiene.

**§ 110.943 RENEWAL OF LICENSE.**

Any licensee may renew his or her license prior to the expiration thereof on January 1 of each year, provided that he or she is qualified to receive a license and the massage establishment complies with all of the requirements in this article. Applications for renewal of license must be made in writing to the City Clerk not more than two months and not less than one month prior to expiration of an existing license and accompanied by the applicable license fee.

**§ 110.944 MAINTAINING PUBLIC NUISANCE.**

Any building used, operated, or maintained as a massage establishment in violation of this article with the intentional, knowing, reckless or negligent permission of the owner, licensee, or person managing or supervising the building, together with all fixtures and other property used in violation of this article, are hereby declared to be a nuisance.

**§ 110.945 PENALTY.**

(A) Any person in violation of this section shall be subject to a fine of not less than $250 nor more than $750 per offense. Each day the violation continues shall be a separate offense. The city shall have the right to prohibit occupancy of any building being utilized in violation of this article.

**ORDINANCE FACT SHEET**

**ORD. REQUEST FORM NO:** _____
**DATE OF 1ST READING:** 5/21/2024

**OFFICE REQUESTING:** Corporation Counsel **CONTACT PERSON:** Greg Moredock
**PHONE NUMBER:** 789-2393

**EMERGENCY PASSAGE:** No ☒ Yes ☐ If yes, explain justification.

**TYPE OF ORDINANCE:** City Code Amendment **FISCAL IMPACT:** $ _____

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

**SUGGESTED TITLE:**

AN ORDINANCE AMENDING CHAPTER 110 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO MASSAGE ESTABLISHMENTS

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

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

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

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

**Method of Purchase (check one)**

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

**Previous Ord #'s** _____

**Is Purchasing Agent approval required?** No ☒ Yes ☐
**Is Purchasing Agent approval attached?** No ☐ Yes ☐

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

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

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

**COMMENTS**

This ordinance requires massage parlors to be licensed.

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

S\Excel\Forms__Blank Fact Sheet (REVISED)__ The information supplied on this form is not confidential information. Revised 5/10/04

2024-199

2024-200

**AN ORDINANCE AMENDING CHAPTER 110, ARTICLE XXXVI OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO SPECIAL EVENTS**

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

**WHEREAS,** the City is experiencing increased calls for service for illegal and illicit activities occurring at unauthorized special events in the form of block parties and pop-up parties; and

**WHEREAS,** it's in the best interest of the City to amend Chapter 110, Article XXXVI of the 1988 City of Springfield Code of Ordinances.

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

**Section 1:** That the City Council hereby amends Chapter 110, Article XXXVI of the 1988 Code of Ordinances, as amended, as follows:

***SEE EXHIBIT A***

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

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

**PASSED:** _____, 2024

**RECORDED:** _____, 2024

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Requested by: Mayor Misty Buscher**

**SIGNED:** _____,2024

_____
**Mayor Misty Buscher**

**Approved as to legal sufficiency:**

_____ 5/15/24
**Office of Corporation Counsel /Date**

S:\WPDOCS\Ordinances\Corporation Counsel\2024\Amend\Block parties.doc

2024-200

# EXHIBIT A

## § 110.001. Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

*Special event.* An activity of limited duration, not exceeding one week in length, including but not limited to, a music festival, dance festival, art festival, public dance, show, or other gathering at which music or entertainment may be provided by professional or amateur performers or by prerecorded means that preempts other licensed activities at the same location. This shall include events substantially in the form of a block party.

## *ARTICLE XXXVII. SPECIAL EVENTS*

## § 110.390. License required.

No person shall sponsor or promote a special event as defined in this chapter without first having obtained a special event license.

## § 110.391. Reserved.

Editor's note(s)—Ord. No. 240-05-04, § 1, adopted May 4, 2004, repealed § 110.391, License fee, derived from Ord. No. 447-08-03, § 1, adopted Aug. 5, 2003.

## § 110.392. Application.

(a) In addition to information required in the general licensing provisions of this chapter, the application for a special event license shall include:

(1) The name and address of all persons acting as sponsors of the special event.

(2) The purpose of the special event and the estimated number of participants or those otherwise attending.

(3) The date or dates the special event is to be held and the time it commences and terminates.

(4) A list of all vendors doing business during the special event, including type of concession.

(5) Whether any music will be provided, either live or recorded.

(6) Whether the use of alcoholic beverages will be permitted or sold during the special event.

(7) A statement as to the number of trash containers that will be available at the special event.

(8) A signed statement that the applicant shall hold harmless the city, its officers and employees, and shall indemnify the city, its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license. Applicant shall furnish and maintain public liability and property damage insurance as will protect applicant, property owners, and the city from all claims for damage to property or bodily injury, including death, which may arise from operations under the license or in connection therewith. The insurance shall provide coverage of not less than $1,000,000 for bodily injury and for property damage per occurrence. The insurance shall be without prejudice to coverage otherwise existing, and shall have as additional insured the city, its officers and employees, and shall further provide that the policy shall not terminate or be canceled prior to the expiration of the license without 30 days' written notice to the city clerk.

(9) If the special event is substantially in the form of a block party and the applicant desires to purchase the required insurance coverage arranged by the city with a third-party insurance carrier, the fee charged to the applicant for such insurance coverage shall be $25 and the city shall subsidize the remainder of the premium.

(b) The application for a special license shall be submitted at least ten working days prior to the date upon which the special event is to be held.

(c) In the event the sponsor of the special event is required to obtain a permit for an obstruction of any street, alley, sidewalk, or other public ground or a portion thereof pursuant to Chapter 99 of this Code, the insurance requirements of section 99.12 shall be satisfied by compliance with this Chapter 110.

(Ord. No. 447-08-03, § 2, 8-5-03; Ord. No. 595-10-04, § 1, 10-19-04; Ord. No. 381-06-05, § 2, 6-7-05; Ord. No. 440-06-05, 6-21-05)

## § 110.393. Issuance of license.

(a) The approving authority shall be the projects coordinator for the office of public works.

(b) In addition to the requirements of the general licensing provisions, each applicant shall provide the city clerk a certificate of insurance as provided in section 110.392.

(Ord. No. 217-4-01, § 2(Exh. B), 4-17-01; Ord. No. 447-08-03, § 2, 8-5-03; Ord. No. 62-2-13, § 2, 2-5-13)

## § 110.394. Hours of operation.

A special event shall take place only between the hours of 8:00 a.m. and 12:00 midnight. No sale of alcoholic liquor outside of a permanent structure is permitted after 11:30 p.m. No music of any kind may be played or broadcast from the outside area or within the permanent structure which is of such a volume so as to disturb the neighborhood in any manner. Music shall not be played or broadcast from the outside area after 12:00 midnight.

(Ord. No. 62-2-13, § 2, 2-5-13)

## § 110.395. Health regulations.

(a) All persons operating concessions during the special event shall be subject to and comply with all applicable requirements and standards for dispensing and purveying food contained in this Code.

(b) All food held, offered for sale, or sold during the special event shall be subject to and comply with all applicable requirements for that food contained in this Code and the rules and regulations promulgated hereunder.

## § 110.396. Restrictions.

(a) No vehicle shall be allowed on the Old State Capitol Mall at any time; provided, however, the licensee who has been issued permits by the superintendent of motor vehicle parking, may drive vehicles on the east/west running sidewalks immediately adjacent to the Old State Capitol. Permits for driving vehicles upon the sidewalks shall be issued by the superintendent of motor vehicle parking at no cost and shall be subject to such other conditions as the superintendent of motor vehicle parking deems necessary to protect the mall and persons using it.

(b) The licensee shall provide waste disposal receptacles for use of those attending the special event.

(c) The licensee shall be responsible for placing all trash and debris in appropriate containers, making it ready for removal prior to 8:00 a.m. of the next day.

(d) Licensee shall provide toilet facilities for use of those attending the special event.

(Ord. No. 217-4-01, § 2(Exh. B), 4-17-01)

## § 110.397. Necessity for other licenses.

All applicable licenses and permits required by this Code must be obtained by all persons engaging in vending operations, provided that an Old State Capitol Mall vendor's license is not required.

## § 110.398. Penalty.

In addition to the penalties provided for in §110.999 of the City Code, any person violating this Article by sponsoring or promoting a special event without a license as required hereunder shall be fined no less than $250.00 per occasion. Any person sponsoring or promoting an unlicensed special event that results in a call for service for the City, including emergency and non-emergency requests for police presence, may be fined the greater of $10,000.00 or the actual cost for the City to respond, but in no event shall the fine exceed $50,000.00.

**ORDINANCE FACT SHEET**

**ORD. REQUEST FORM NO:** _____
**DATE OF 1ST READING:** 5/21/2024

**OFFICE REQUESTING:** Corporation Counsel **CONTACT PERSON:** Greg Moredock
**PHONE NUMBER:** 789-2393

**EMERGENCY PASSAGE:** No ☒ Yes ☐ If yes, explain justification.

**TYPE OF ORDINANCE:** Code Change **FISCAL IMPACT:** $

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

**SUGGESTED TITLE:**

AN ORDINANCE AMENDING CHAPTER 110, ARTICLE XXXVI OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO SPECIAL EVENTS

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

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

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

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

**Method of Purchase (check one)**

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

**Previous Ord #'s** _____

**Is Purchasing Agent approval required?** No ☒ Yes ☐
**Is Purchasing Agent approval attached?** No ☒ Yes ☐

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

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

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

**COMMENTS**

The City is experiencing increased calls for service for illegal and illicit activities occurring at unauthorized special events in the form of block parties and pop-up parties. This amendment will allow for penalties for unauthorized events.

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

S\Excel\Forms__Blank Fact Sheet (REVISED)__ The information supplied on this form is not confidential information. Revised 5/10/04

2024-200

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2023 F150 POLICE RESPONDER CREW CAB 4X4 IN AN AMOUNT NOT TO EXCEED $59,260.00 WITH MAJORITY FUNDING THROUGH THE CO-RESPONDER GRANT FOR THE SPRINGFIELD POLICE DEPARTMENT**

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

**WHEREAS,** the city council previously passed ordinance no. 204-05-23 accepting and executing the Illinois Criminal Justice Information Authority (ICJIA) Grant No. 10230 in the amount of $3,164,000.00 for the Co-Responder Program; and

**WHEREAS,** the Springfield Police Department desires to purchase a 2023 Ford F-150 Police Responder Crew Cab 4x4 to be utilized for the Co-Responder Program, in the amount not to exceed $59,260.00; and

**WHEREAS,** Morrow Brothers is willing to provide the Springfield Police Department with a 2023 Ford F-150 Police Responder Crew Cab 4x4 for an amount not to exceed $59,260.00; and

**WHEREAS,** the City Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.50 pertaining to Joint Purchases; and

**WHEREAS**, a copy of the grant shall be located in the Office of the City Clerk and identified as Grant No. 12301.

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

**Section 1:** That the City Council hereby authorizes the purchase of a 2023 Ford F150 Police Responder Crew Cab 4x4 from Morrow Brothers Ford, Inc., in the amount not to exceed $59,260.00 for the Springfield Police Department. The Mayor and City Clerk are authorized to execute a contract on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay Morrow Brothers Ford, Inc. (0MOR4945) an amount not to exceed $59,260.00 as follows:

| ACCOUNT NUMBER | AMOUNT |
|---|---|
| 001-112-POLC-CORE-1502 | $52,330.00 |
| 001-112-POLC-CORE-1232 | $3,820.00 |
| 001-101-POLC-POPR-1507 | $3,110.00 |
| **TOTAL:** | **$59,260.00** |

**Section 3:** That this ordinance shall become effective upon its passage and recording by

the City Clerk.

**PASSED:** _____, 2024

**SIGNED:** _____, 2024

**RECORDED:** _____, 2024

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

_____ 5/14/24
**Office of Corporation Counsel / Date**

**Requested by: Mayor Misty Buscher**

S:\WPDOCS\Ordinances\SPD\2024\Purchase\SPD Morrow Bros F150 Ford Police Resp veh $59,260.00.doc

2024-201

# AUTHORIZATION TO OVERRIDE BUDGET AUTHORITY

| FY: 2025 | Budget Line: 001-112-POLC-CORE-1502 PROGRAM CODE: COPI |
|---|---|

*(fund-agency-org-actv-object)*

Current Budget Amount $40,000.00

Amount Encumbered $0.00

Amount Expended $0.00

Available Balance $40,000.00

Pending Expenses $52,260.00 ***(attach invoice/document)***

Estimated Overage $12,260.00

Method of Correcting the Appropriation:
***(must accompany the override request)***

Pending Transfer _____
Pending Ordinance x
Other _____

Brief explanation: SPD IS ATTEMPTING TO USE BUDGETED GRANT FUNDS TO FULFILL THE PURCHASES AND OBJECTIVES SET FORTH IN THE GRANT. A PENDING SUPPLEMENTAL APPROPRIATION WILL BE USED IN RECOVERING THE BUDGETED FUNDS FOR PLANNED FY24 EXPENSES THAT WERE NOT INCURRED TO RETURN BUDGET LINES TO CORRECT BALANCES

Agency Director/Designee _____ 5/13/23
Signature Date

Budget Analyst Approval: _____
Signature Date

OBM Director Approval: _____ 5/15/24
Signature Date

***Return Signed Copies to:***
***Originating Agency***
***OBM - Accounting Division***
***OBM - Budget Division***

2024-201

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038

WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

May 10, 2024

Joshua Stuenkel
Deputy Chief of Police
Springfield Police Department
D: 217-788-8360 ext. 4436
C: 217-303-2462
Joshua.Stuenkel@springfield.il.us

We propose the following for your consideration.

**1-New 2023 F150 Police Responder Crew Cab 4x4**
Exterior Color YZ White
Cloth Front Bucket Seats
Vinyl Rear Bench Seat
43D Dark Mode Interior
47P Ignition Override
55F Remote Keyless Entry w/4 Fobs
Whelen DUO LED Lightbar
Driver's Side LED Spotlight
MP License/Title
All other standard equipment
IL. Contract 21-416-P-29479

Illinois Government Price $52,330.00 *

Unit is in stock* at the time of this quote and available first come first serve. All trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this page along with your purchase order and a copy of your Illinois Tax Exempt Letter.

2024-201

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

# Springfield Police Truck Warning Equipment

Under Mirror Intersection LED Side Warning

Rear Under Seat Weapons Box

Havis Console Equipment

- Arm Rest & Cup Holders
- 2-12 Volt Power Ports
- 1-USB Power Port

Docking Station Mount w/Charge Guard

Install customer Radio(s), and Docking Station

All Parts, Labor and Professional Installation

Total $3,110.00

Customer Acceptance: _____ Date: _____

Notes:

2024-201

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

# Springfield Police Truck Warning Equipment

Whelen RST Rear Interior Lightbar

Whelen Full Feature Siren
Wail, Yelp, Priority, Horn, PA.
Integrated Light Controls

100-Watt Siren Speaker

Auxiliary Red/White Dome Light

Headlight Wig-Wag System

4-Corner LED Warning

Tracer Low LED Side Warning

All Parts, Labor and Professional Installation

Total $3,820.00

Customer Acceptance: _____ Date: _____

Notes:

2024-201

## ORDINANCE FACT SHEET

**ORD. REQUEST FORM NO:** _____
**DATE OF 1ST READING:** _____

**OFFICE REQUESTING:** Springfield Police Department **CONTACT PERSON:** Joshua Stuenkel
**PHONE NUMBER:** 217-788-8345 x4436

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

**TYPE OF ORDINANCE:** PURCHASE **FISCAL IMPACT:** $59,260.00

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

**SUGGESTED TITLE:**

AN ORDINANCE AUTHORIZING PURCHASE OF A 2023 F150 POLICE RESPONDER CREW CAB 4X4 WITH MAJORITY FUNDING THROUGH THE CO-RESPONDER GRANT FOR THE SPRINGFIELD POLICE DEPARTMENT TO BE UTILIZED FOR THE CO-RESPONDER PRGRAM.

**CONTRACTOR / VENDOR NAME:** MORROW BROTHERS **VENDOR NO:** 0MOR4945

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

**CONTRACT AMOUNT:** $ 59,260.00 (Original amount if change order) | **Change Order #** | **Additional Amount**

**Method of Purchase (check one)**

[ ] Low Bid
[X] Other: JOINT PURCHASING
[ ] Low Bid Meeting Specs
[ ] Exception:
[ ] Low Evaluated Bid
Code Provision:

**Previous Ord #'s** _____

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

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

**REVENUE**

| | Fund | Agency | Org | Activity | Source | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 112 | POLC | CORE | 1502 | $52,330 |
| 2 | 001 | 112 | POLC | CORE | 1232 | $ 3,820.00 |
| 3 | 001 | 112 | POLC | POLC | 1507 | $ 3,110.00 |
| 4 | | | | | | |

**FUNDS CHECK BY:** **Date:**

**DIRECTOR / SUPERVISOR SIGNATURE** **Date:** 5/13/23

**CITY PURCHASING AGENT:** **Date:**

**COMMENTS**

**SIGN OFF:**

(Mayor's Signature) (Director of OBM)

S\Excel\Forms\Ordinance Form - F150 - GRANT FUNDS (version 2) The information supplied on this form is not confidential information

Revised 5/10/04

2024-201

**AN ORDINANCE AUTHORIZING A PAYMENT TO MOTOROLA SOLUTIONS INC. FOR MONTHLY STARCOM RADIO SERVICES USED BY THE SPRINGFIELD POLICE DEPARTMENT AND HOMELAND SECURITY IN AN AMOUNT NOT TO EXCEED $135,000.00 FOR FY2025 UNDER STATE MASTER CONTRACT CMT2028589, FOR THE SPRINGFIELD POLICE DEPARTMENT**

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

**WHEREAS,** the Springfield Police Department and the Office of Homeland Security Bureau of Emergency Communications have entered into a contract with Motorola Solutions Inc. for monthly radio services in an amount not to exceed $135,000.00 under State Master Contract CMT2028589; and

**WHEREAS,** the City Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.50 pertaining to Joint Purchases; and

**WHEREAS**, the State Contract shall be located in the Office of the City Clerk.

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

**Section 1:** That the City Council hereby authorizes a payment of $135,000.00 to Motorola Solutions Inc. under the State Master Contract CMT2028589 for monthly radio services used by the Springfield Police Department and Office of Homeland Security Bureau of Emergency Communications for FY2024. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay Motorola Solutions Inc. (0MOT2800) an amount not to exceed $135,000.00 from account number 001-112-POLC-EMRG-1703.

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

**PASSED:** _____, 2024

**SIGNED:** _____, 2024

**RECORDED:** _____, 2024

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

5/14/24
**Office of Corporation Counsel / Date**

**Requested by: Mayor Misty Buscher**

S:\WPDOCS\Ordinances\SPD\2024\Purchase\Motorola Solutions StarCom Radio Service FY25.doc

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

# MEMORANDUM

**TO:** Kalvin Gaskill

**FROM:** Anthony Quinones – Central Purchasing

**DATE:** April 8, 2024

**SUBJECT:** Joint Contract Determination

**I have reviewed the Ordinance Fact Sheet to Motorola Solutions Inc., for the purchase annual Starcom Radio Services for FY25 in an amount not to exceed $135,000.00 for the Springfield Police Department and Homeland Security.**

**The Joint Purchasing / State Contract Number is 23-448DOIT-TELEC-P-37172**

**Pursuant to Article 38.50 (3) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made off of a State of Illinois contract available for joint purchasing.**

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

2024-209

## ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:
DATE OF 1ST READING: 5/21/24

OFFICE REQUESTING: Springfield Police Department
CONTACT PERSON: Kalvin Gaskill
PHONE NUMBER: 217-788-8345 x4314

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

TYPE OF ORDINANCE: Service Contract
FISCAL IMPACT: $ 135,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO MOTOROLA SOLUTIONS INC. FOR MONTHLY STARCOM RADIO SERVICES USED BY SPRINGFIELD POLICE DEPARTMENT AND HOMELAND SECURITY IN AN AMOUNT NOT TO EXCEED $135,000.00 UNDER STATE MASTER CONTRACT CMT2028589

**Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)**
Master Contract CMT2028589

CONTRACTOR / VENDOR NAME: MOTOROLA SOLUTIONS INC.
VENDOR NO: 0MOT2800

CONTRACT TERM: 3/1/2024-2/28/2025
Change in Scope Yes [ ] No [ ]

CONTRACT AMOUNT: $ 135,000.00 (Original amount if change order)
Change Order #:
Additional Amount:

Method of Purchase (check one)

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

Previous Ord #'s

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

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

REVENUE

| | Fund | Agency | Org | Activity | Source | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

EXPENDITURE

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 112 | POLC | EMRG | 1703 | $135,000 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

FUNDS CHECK BY: Date: 4/9/24
DIRECTOR / SUPERVISOR SIGNATURE: Date: 4/9/24
CITY PURCHASING AGENT: Date: 4/8/2024

COMMENTS

MONTHLY STARCOM21 RADIO SERVICES USED BY SPRINGFIELD POLICE DEPARTMENT AND HOMELAND SECURITY

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM) 5/9/24

S\Excel\Forms__Blank Fact Sheet (REVISED)__ The information supplied on this form is not confidential information. Revised 5/10/04

2024-202

2024-203

**AN ORDINANCE AUTHORIZING PAYMENT IN THE AMOUNT OF $185,000.00 TO RICHLAND COMMUNITY COLLEGE D/B/A MACON COUNTY LAW ENFORCEMENT TRAINING CENTER, FOR THE SPRINGFIELD POLICE DEPARTMENT**

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

**WHEREAS**, the Springfield Police Department utilizes Richland Community College d/b/a Macon County Law Enforcement Training Center for training purposes of new recruits; and

**WHEREAS,** it is necessary to authorize payment, in the amount of $185,000.00, to the Richland Community College d/b/a Macon County Law Enforcement Training for tuition fees for all Springfield Police Department recruits in FY2025.

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

**Section 1:** That the City Council hereby authorizes payment of $185,000.00 to the Richland Community College d/b/a Macon County Law Enforcement Training Center for tuition fees for all Springfield Police Department recruits in FY2025. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to make payment to the Richland Community College d/b/a Macon County Law Enforcement Training Center (0RIC3714) in an amount not to exceed $185,000.00 from account number 001-112-POLC-POPR-1229.

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

**PASSED:** _____, 2024 **SIGNED:** _____, 2024

**RECORDED:** _____, 2024

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

5/10/24
**Office of Corporation Counsel / Date**

**Requested by: Mayor Misty Buscher**

S:\WPDOCS\Ordinances\SPD\2024\Payment\Macon County Law Enforcement Training $185,000.00.doc

2024-203

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

# MEMORANDUM

**TO:** **Joshua Stuenkel, Deputy Chief**
**Springfield Police Department**

**FROM:** **Mike Lesko,**
**Purchasing Agent**

**DATE:** **May 10, 2024**

**SUBJECT:** **Professional Services Determination**

**I have reviewed the Ordinance Fact Sheet with Richland Community College dba Macon County Law Enforcement Training Center payment/training of Springfield Police Department, Recruit class in an amount not to exceed $185,000.00 for the Springfield Police Department.**

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

300 SOUTH SEVENTH STREET, ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

2024-203

Macon County Law Enforcement Training Center
1095 Rotary Way
Decatur, IL 62521

# Invoice

| Date | Invoice # |
|---|---|
| 5/1/2024 | 24-1284 |

| Bill To |
|---|
| Springfield Police Department<br>Attn: D. C. Josh Stuenkel |

| Account # | 116479 | Due Date | 5/31/2024 |
|---|---|---|---|

| Date | Item | Quantity | Description | Unit | Rate | Amount |
|---|---|---|---|---|---|---|
| 5/1/24 | BLEA Tuition | 9 | RC24-22 1/7 - 4/26/24 Clement, Cooper, Fennessy, Hall, Lockwood, Nutt, Puckett, Stouffe and Wise | | 7,400.00 | 66,600.00 |
| | | | *Tuition includes lodging, meals, wearables, supplies and ammunition | | 0.00 | 0.00 |
| | BLEA Tuition | -1 | Discount for providing Class Advisor - Thank you! | | 7,400.00 | -7,400.00 |
| | BLEA Tuition | 0.3125 | RC24-22 1/7 - 2/7/24 5 weeks prorated for Matthew Lenardo | | 7,400.00 | 2,312.50 |
| | BLEA Tuition | 0.5 | RC24-22 1/7 - 2/29/24 8 weeks prorated for Matthew Stilwell | | 7,400.00 | 3,700.00 |
| | Wearables | 1 | Academy uniform and physical fitness clothing for Brayden Rummans | | 441.00 | 441.00 |
| | | | Please make check payable to Macon County Law Enforcement Training Center and send to: MCLETC 1095 Rotary Way Decatur, IL 62521 | | | |

| E-mail |
|---|
| mpounder@richland.edu |

**Total** $65,653.50

2024-203

## ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:
DATE OF 1ST READING: 5/21/24

OFFICE REQUESTING: Springfield Police Department
CONTACT PERSON: Kalvin Gaskill
PHONE NUMBER: 217-788-8345 x4314

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

TYPE OF ORDINANCE: SOLE SOURCE
FISCAL IMPACT: $ 185,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO RICHLAND COMMUNITY COLLEGE IN AN AMOUNT NOT TO EXCEED $185,000.00 FOR THE TUITION COSTS OF ALL SPD RECRUITS ENROLLED IN THE MACON COUNTY LAW ENFORCEMENT TRAINING CENTER IN FY25

**Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)**
INVOICE FROM 1ST RECRUITMENT CLASS

CONTRACTOR / VENDOR NAME: Richland Community College VENDOR NO: ORIC3714
CONTRACT TERM: 3/1/2024-2/28/2025 Change in Scope Yes [ ] No [ ]

CONTRACT AMOUNT: $ 185,000.00 (Original amount if change order) | Change Order # | Additional Amount

Method of Purchase (check one)

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

Previous Ord #'s
Is Purchasing Agent approval required? No [ ] Yes [x]
Is Purchasing Agent approval attached? No [ ] Yes [ ]

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

REVENUE

| | Fund | Agency | Org | Activity | Source | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

EXPENDITURE

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 112 | POLC | POPR | 1229 | $185,000 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

FUNDS CHECK BY: C. Heinzel Date: 05/02/2024
DIRECTOR / SUPERVISOR SIGNATURE Date: 5/2/24
CITY PURCHASING AGENT: Date: 5/2/2024

COMMENTS

THIS ORDINANCE PROVIDES PAYMENT OF TUTITION FEES FOR ALL SPD RECUITS IN FY25

SIGN OFF: _____ (Mayor's Signature)

Ramona Metzger (Director of OBM) 5/3/24

S\Excel\Forms__Blank Fact Sheet (REVISED)__ The information supplied on this form is not confidential information. Revised 5/10/04

2024-203

2024-204

**AN ORDINANCE AUTHORIZING A PAYMENT TO VERIZON WIRELESS FOR MONTHLY DATA SERVICES FOR MDC AND VIDEO UNITS IN AN AMOUNT NOT TO EXCEED $195,000.00 UNDER STATE MASTER CONTRACT NO. 19-448DOIT-ADMIN-P-4622, FOR THE SPRINGFIELD POLICE DEPARTMENT**

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

**WHEREAS,** the City has entered into a contract with Verizon Wireless for monthly MDC and Video Unit services in an amount not to exceed $195,000.00 under State Master Contract NO. 19-448DOIT-ADMIN-P-4622; and

**WHEREAS,** the City Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.50 pertaining to Joint Purchases; and

**WHEREAS**, the State Contract shall be located in the Office of the City Clerk.

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

**Section 1:** That the City Council hereby authorizes a payment of $195,000.00 to Verizon Wireless under the State Master Contract NO. 19-448DOIT-ADMIN-P-4622 for monthly data services for MDC and Video Units. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay Verizon Wireless (0VER 4700) an amount not to exceed $195,000.00 from account number 001-112-POLC-EMRG-1703.

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

**PASSED:** _____, 2024

**SIGNED:** _____, 2024

**RECORDED:** _____, 2024

_____
**Mayor Misty Buscher**

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

5/14/24
**Office of Corporation Counsel / Date**

S:\WPDOCS\Ordinances\SPD\2024\Purchase\Verizon Wireless Monthly Data Service FY25.doc

2024-204

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

# MEMORANDUM

**TO:** Kalvin Gaskill

**FROM:** Anthony Quinones – Central Purchasing

**DATE:** April 8, 2024

**SUBJECT:** Joint Contract Determination

**I have reviewed the Ordinance Fact Sheet to Verizon Wireless for the purchase of annual Data Services for MDC and Video Units for FY25 in an amount not to exceed $195,000.00 for the Springfield Police Department.**

**The Joint Purchasing / State Contract Number is 19-448DOIT-ADMIN-P-4622**

**Pursuant to Article 38.50 (3) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made off of a State of Illinois contract available for joint purchasing.**

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

2024-204

BidBuy PUBLIC PROCUREMENT

## Master Blanket Purchase Order 19-448DOIT-ADMIN-P-4622

### Header Information

| | | | | | |
|---|---|---|---|---|---|
| **Purchase Order Number:** | 19-448DOIT-ADMIN-P-4622 | **Release Number:** | 0 | **Short Description:** | JPMC Verizon Wireless Voice, Data, Equip |
| **Status:** | 3PS - Sent | **Purchaser:** | Van Austin | **Receipt Method:** | Quantity |
| **Fiscal Year:** | 2019 | **PO Type:** | Blanket | **Minor Status:** | |
| **Organization:** | DoIT - Department of Innovation and Technology | | | | |
| **Department:** | ADMIN448 - Administration | **Location:** | AA001 - Administration | **Type Code:** | Competitive Sealed Proposal |
| **Alternate ID:** | 9100000592 | **Entered Date:** | 10/03/2018 04:07:24 PM | | |
| **Days ARO:** | 14 | **Retainage %:** | 0.00% | **Discount %:** | 0.00% |
| **Release Type:** | Standard Release | | | | |
| **Contact Instructions:** | See Contract Contacts Attached as an Excel file. | **Tax Rate:** | | **Actual Cost:** | $0.00 |
| **Print Format:** | | | | | |
| **Is this a Small Business Set Aside Procurement?:** | No | | | | |
| **Date Contract Executed:** | 09/30/2022 | | | | |
| **Master Contract?:** | Yes | | | | |
| **Original/ Old Contract/PO Number:** | CMS793372P | | | | |
| **Incoterm Key:** | | | | | |
| **Incoterm Location (City):** | | | | | |
| **Release Begin Date:** | | | | | |
| **Release End Date:** | | | | | |
| **Is there a BEP/VBP Participation Goal? :** | Yes | | | | |
| **Agency Attachments:** | B-32405 SPO Signed Notice of Award Form.pdf<br>Redacted P-4622 CMS793372P Cellco-Verizon Contract Renewal 2 - Executed.pdf | | | | |
| **Vendor Attachments:** | | | | | |

### Primary Vendor Information & PO Terms

| | | | |
|---|---|---|---|
| **Vendor:** | V00001645 - Cellco Partnership d/b/a Verizon Wireless<br>Alice Engle<br>1701 Golf Road<br>Tower 2 Foor 7<br>Rolling Meadows, IL 60008<br>US<br>Email: ILBIDBUYNOTIFICATIONS@Verizon.com<br>Phone: (217)836-9229<br>FAX: (847)619-4137 | **Payment Terms:** | **Shipping Method:** |
| | | **Shipping Terms:** | **Freight Terms:** |

**PO Acknowledgements:**

| Document | Notifications | Acknowledged Date/Time |
|---|---|---|
| Change Order 2 | Emailed to Alice.Engle@VerizonWireless.com at 03/26/2019 11:40:06 AM | |
| Change Order 3 | Emailed to Alice.Engle@VerizonWireless.com at 03/28/2019 02:38:26 PM | |
| Change Order 4 | Emailed to Alice.Engle@VerizonWireless.com at 10/01/2019 10:23:06 AM | |
| Change Order 5 | Emailed to Alice.Engle@VerizonWireless.com at 10/02/2019 06:11:31 PM | |
| Change Order 6 | Emailed to Alice.Engle@VerizonWireless.com at 10/03/2019 10:19:36 AM | |
| Change Order 7 | Emailed to Alice.Engle@VerizonWireless.com at 04/07/2020 10:55:00 AM | |
| Change Order 8 | Emailed to Alice.Engle@VerizonWireless.com at 04/07/2020 11:15:16 AM | |
| Change Order 9 | Emailed to Alice.Engle@VerizonWireless.com at 04/10/2020 05:58:17 PM | |
| Change Order 10 | Emailed to Alice.Engle@VerizonWireless.com at 04/13/2020 10:25:07 AM | |
| Change Order 11 | Emailed to elizabeth.beach@verizonwireless.com at 07/24/2020 11:14:56 AM | |
| Change Order 12 | Emailed to ILBIDBUYNOTIFICATIONS@Verizon.com at 09/30/2022 04:32:31 PM | |
| Change Order 13 | Emailed to ILBIDBUYNOTIFICATIONS@Verizon.com at 09/30/2022 04:44:38 PM | |
| Change Order 14 | Emailed to ILBIDBUYNOTIFICATIONS@Verizon.com at 10/11/2022 03:43:55 PM | |
| Change Order 15 | Emailed to ILBIDBUYNOTIFICATIONS@Verizon.com at 10/11/2022 05:45:13 PM | |

### Master Blanket/Contract Vendor Distributor List

| Vendor ID | Vendor Name | Preferred Delivery Method | Vendor Distributor Status |
|---|---|---|---|
| V00001645 | Cellco Partnership d/b/a Verizon Wireless | Email | Active |

### Master Blanket/Contract Controls

| | | | |
|---|---|---|---|
| **Master Blanket/Contract Begin Date:** | 10/03/2019 | **Master Blanket/Contract End Date:** | 10/02/2025 |
| **Cooperative Purchasing Allowed:** | Yes | | |

2024-204

| Organization | Department | Dollar Limit | Dollars Spent to Date | Minimum Order Amount |
|---|---|---|---|---|
| 448DOIT - DoIT - Department of Innovation and Technology | AGY - Agency Umbrella Master Control | $0.00 | $267,265.36 | $0.00 |
| 586SBE - SBE - State Board of Education | AGY - Agency Umbrella Master Control | $0.00 | $0.00 | $0.00 |
| ALL ORG - Organization Umbrella Master Control | AGY - Agency Umbrella Master Control | $0.00 | $90,768.00 | $0.00 |

## PO Vendor Subcontractor List

| Vendor ID | Alternative ID | Vendor Name | Effective Date | Expiration Date | Estimated Percent | Deactivated (Date Deactivated) |
|---|---|---|---|---|---|---|
| V00007867 | B2G:20060623 | The IT Architect Corporation | 10/03/2019 | 10/02/2022 | 500.00% | Yes (09/30/2022 12:23:31 PM) |

## Item Information

1-5 of 11
1 2 3

**Print Sequence # 1.0, Item # 1:** Cellular Phones - see attached Pricing Catalog — 3PS - Sent

NIGP Code: 839-35
Cellular Telephones, All Types

| | Receipt Method | Qty | Unit Cost | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost |
|---|---|---|---|---|---|---|---|---|---|
| Quantity | | 0.0 | $0.00 | EA - Each | 0.00 | $0.00 | | $0.00 | $0.00 |

Manufacturer: Brand: Model:
Make: Packaging:
Additional NIGP Code:

**Print Sequence # 2.0, Item # 2:** Cellular Services — 3PS - Sent

NIGP Code: 915-75
Telephone Services, Cellular

| | Receipt Method | Qty | Unit Cost | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost |
|---|---|---|---|---|---|---|---|---|---|
| Quantity | | 0.0 | $0.00 | EA - Each | 0.00 | $0.00 | | $0.00 | $0.00 |

Manufacturer: Brand: Model:
Make: Packaging:
Additional NIGP Code:

**Print Sequence # 3.0, Item # 3:** Antennas, cellular - See Price Catalog — 3PS - Sent

NIGP Code: 838-83
Telecommunication, Internet Protocol, Network Monitoring, Surveillance, Intrusion Detection Systems and Networking Products

| | Receipt Method | Qty | Unit Cost | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost |
|---|---|---|---|---|---|---|---|---|---|
| Quantity | | 0.0 | $0.00 | EA - Each | 0.00 | $0.00 | | $0.00 | $0.00 |

Manufacturer: Brand: Model:
Make: Packaging:
Additional NIGP Code:

**Print Sequence # 4.0, Item # 4:** Parts and Accessories - See Price Catalog — 3PS - Sent

NIGP Code: 839-63
Radio Telephones, Vehicle, Marine, etc.

| | Receipt Method | Qty | Unit Cost | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost |
|---|---|---|---|---|---|---|---|---|---|
| Quantity | | 0.0 | $0.00 | EA - Each | 0.00 | $0.00 | | $0.00 | $0.00 |

Manufacturer: Brand: Model:
Make: Packaging:
Additional NIGP Code:

**Print Sequence # 5.0, Item # 5:** Wireless networking - See Price Catalog — 3PS - Sent

2024-204

NIGP Code: 838-33
Communications: Networking, Linking, Fiber Modems, Power Over Ethernet, Wireless

| Receipt Method | Qty | Unit Cost | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost |
|---|---|---|---|---|---|---|---|---|

2024-204

## ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:
DATE OF 1ST READING: 5/21/24

OFFICE REQUESTING: Springfield Police Department
CONTACT PERSON: Kalvin Gaskill
PHONE NUMBER: 217-788-8345 x4314

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

TYPE OF ORDINANCE: Service Contract
FISCAL IMPACT: $ 195,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO VERIZON WIRELESS FOR MONTHLY DATA SERVICES FOR MDC & VIDEO UNITS IN AN AMOUNT NOT TO EXCEED $195,000.00 UNDER STATE MASTER CONTRACT #19-448DOIT-ADMIN-P-4622 FOR THE SPRINGFIELD POLICE DEPARTMENT

**Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)**
BidBuy Master Blanket Purchase Order

CONTRACTOR / VENDOR NAME: VERIZON WIRLESS
VENDOR NO: 0VER4700

CONTRACT TERM: 3/1/2024-2/28/2025
Change in Scope Yes [ ] No [ ]

CONTRACT AMOUNT: $ 195,000.00 (Original amount if change order)
Change Order #:
Additional Amount:

Method of Purchase (check one)

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

Previous Ord #'s:
Is Purchasing Agent approval required? No [ ] Yes [x]
Is Purchasing Agent approval attached? No [ ] Yes [ ]

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

REVENUE

| | Fund | Agency | Org | Activity | Source | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

EXPENDITURE

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 112 | POLC | EMRG | 1703 | $195,000 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

FUNDS CHECK BY: Date: 4/23/24
DIRECTOR / SUPERVISOR SIGNATURE: Date: 4/19/24
CITY PURCHASING AGENT: Date: 4/18/2024

COMMENTS

MONTHLY DATA SERVICES FOR MDC & VIDEO UNITS THE SPRINGFIELD POLICE DEPARTMENT.

SIGN OFF:

(Mayor's Signature) GCM

(Director of OBM) 5/9/24

S\Excel\Forms__Blank Fact Sheet (REVISED)__ The information supplied on this form is not confidential information.

Revised 5/10/04

2024-204

2024-205

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $971,942.13 FROM UNAPPROPRIATED FUND BALANCE IN ORDER TO RETURN THE CO-RESPONDER BUDGET LINES TO THE ACTUAL REMAINING BALANCE IN ACCORDANCE WITH THE ORIGINAL GRANT BUDGET, FOR THE SPRINGFIELD POLICE DEPARTMENT**

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

**WHEREAS**, the City Council previously passed ordinance no. 252-06-23 authorizing acceptance of a no cost extension for Illinois Criminal Justice Information Authority ("ICJIA") Grant No. 102301 for the period of July 1, 2023 through June 30, 2024 which was authorized in ordinance no. 204-05-23 in the amount of $3,164,000.00; and

**WHEREAS,** the Springfield Police Department is requesting a supplemental appropriation from the unappropriated fund balance in order to return the Co-Responder Grant budget lines to the correct fund balance based on the original grant budget, thus recovering the budgeted funds for planned FY2024 expenses that were not incurred.

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

**Section 1:** That the City Council hereby authorizes a supplemental appropriation of unappropriated fund balance in the amount of $971,942.13 for the Springfield Police Department.

**Section 2:** That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation in the amount of $971,942.13 utilizing unappropriated fund balance into account numbers as follows:

| | |
|---|---|
| 001-112-POLC-CORE-1102 | $11,752.35 |
| 001-112-POLC-CORE-1232 | $120,000.00 |
| 001-112-POLC-CORE-1502 | $65,000.00 |
| 001-112-POLC-CORE-2110 | $775,189.78 |
| **TOTAL** | **$971,942.13** |

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

**PASSED:** _____, 2024

**RECORDED:** _____, 2024

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**Requested by: Mayor Misty Buscher**

**SIGNED:** _____, 2024

_____
**Mayor Misty Buscher**

**Approved as to legal sufficiency:**

_____ 5/14/24
**Office of Corporation Counsel / Date**

S:\WPDOCS\Ordinances\SPD\2024\Supple\Supp App. Fund Balance $972,189.78doc.doc

2024-205

**ORDINANCE FACT SHEET**

**ORD. REQUEST FORM NO:**
**DATE OF 1ST READING:** 5/21/24

**OFFICE REQUESTING:** Springfield Police Department **CONTACT PERSON:** Kalvin Gaskill
**PHONE NUMBER:** 217-788-8345 x4314

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

**TYPE OF ORDINANCE:** Supplemental **FISCAL IMPACT:** $ 971,942.13

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

**SUGGESTED TITLE:**

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRATION FOR $972,189.78 USING UNAPPROPRIATED FUND BALANCE IN ORDER TO RETURN THE CO-REPSONDER GRANT BUDGET LINES TO THE ACTUAL REMAINING BALANCE IN ACCORDANCE WITH THE ORIGINAL GRANT BUDGET.

**Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)**
ORD #252-06-23

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

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

**CONTRACT AMOUNT:** $ 971,942.13 (Original amount if change order) | **Change Order #** | **Additional Amount**

**Method of Purchase (check one)**

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

**Previous Ord #'s**

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

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

**REVENUE**

| | Fund | Agency | Org | Activity | Source | Amount |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 112 | POLC | CORE | 1102 | $11,752.35 |
| 2 | 001 | 112 | POLC | CORE | 1232 | $120,000.00 |
| 3 | 001 | 112 | POLC | CORE | 1502 | $65,000.00 |
| 4 | 001 | 112 | POLC | CORE | 2110 | $775,189.78 |

**FUNDS CHECK BY:** **Date:**

**DIRECTOR / SUPERVISOR SIGNATURE** **Date:** 5/13/23

**CITY PURCHASING AGENT:** **Date:**

**COMMENTS**

SPD IS REQUESTING A SUPPLEMENTAL APPROPRATION IN ORDER TO RETURN THE CO-REPSONDER GRANT BUDGET LINES TO THE CORRECT FUND BALANCE BASED ON THE ORIGINAL GRANT BUDGET. THUS RECOVERING THE BUDGETED FUNDS FOR PLANNED FY24 EXPENSES THAT WERE NOT INCURRED.

**SIGN OFF:**

(Mayor's Signature) GEM (Director of OBM)

S\Excel\Forms\ORD FACT SHEET-SUPPLEMENTAL FY24 The information supplied on this form is not confidential information. Revised 5/10/04

2024-205

**AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF GRANT ENERGY TRANSITION COMMUNITY GRANT NO. 23-443011 IN THE AMOUNT OF $108,636.00 FOR FUNDING DEMOLITION OF TWO PILLSBURY PROJECT BUILDINGS AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $108,636.00, THE ENTIRE AMOUNT OF WHICH WILL BE UTILIZED VIA REIMBURSEMENT FROM THE DEPARTMENT OF COMMERCE AND ECONOMIC OPPPORTUNITY, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT**

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

**WHEREAS,** the Department of Commerce and Economic Opportunity ("DCEO") has awarded Grant No. 23-443011 for funding demolition of two Pillsbury project buildings; and

**WHEREAS,** it is in the best interest of the City to accept this grant from the DCEO in the amount of $108,636.00 with no matching funds; and

**WHEREAS,** the Office of Planning and Economic Development is requesting a supplemental appropriation in the amount of $108,636.00; and

**WHEREAS,** the agreement shall be located in the Office of the City Clerk and identified as Grant No. 23-443011.

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

**Section 1:** That the City Council hereby accepts Grant No. 23-443011 from the DCEO in the amount of $108,636.00 for funding demolition of two Pillsbury project buildings. The Mayor and City Clerk are hereby authorized to execute said grant agreement and any other documents necessary regarding said grant on behalf of the City of Springfield.

**Section 2:** That the City Council hereby approves a supplemental appropriation in the amount of $108,636.00.00 for the Office of Planning and Economic Development, the entire amount of which will be utilized via reimbursement from DCEO.

**Section 3:** That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as follows:

| **FROM REVENUE ACCOUNT** | **AMOUNT** |
|---|---|
| 001-111-DEVL-ETCG-1845 | $108,636.00 |

| **INTO EXPENDITURE ACCOUNTS** | **AMOUNT** |
|---|---|
| 001-111-DEVL-ETCG-2110 | $108,636.00 |

**Section 4:** That this ordinance shall become effective immediately after its passage and publication in pamphlet form.

**PASSED:** _____, 2024

**RECORDED:** _____, 2024

**ATTEST:** _____
**City Clerk Frank J. Lesko**

**SIGNED:** _____, 2024

_____
**Mayor Misty Buscher**

**Approved as to legal sufficiency:**

for GEM 5/16/24
**Office of Corporation Counsel / Date**

**Requested by: Mayor Misty Buscher**

S:\WPDOCS\Ordinances\OPED\2024\Grants\OPED Energy Transition Community Grant $108,636.00.doc

2024-206

Office of the Mayor
City of Springfield, Illinois
Misty Buscher
Mayor

November 20, 2023

Caitlyn Walker
Program Grant Manager, Grants Management Unit
Illinois Department of Commerce & Economic Opportunity
Springfield, IL 62701

RE: Energy Transition Community Grant - 23-443011 City of Springfield
Working Capital Advance and Authorized Designee

Caitlyn:

The entire amount of the above stated grant will be utilized via reimbursement, based on review and approval of submitted financial reports and supporting documentation reflecting expenditures charged to the approved grant budget.

The authorized designee for the project will be:

Amy Rasing
Operations Coordinator – Grants
Amy.rasing@springfield.il.us
217-789-2377 *5470 (start date will be 11/27/2023)

Misty Buscher GEM
Mayor

300 Municipal Center East • Springfield, Illinois 62701 • (217) 789-2200 • Fax (217) 789-2109

2024-206

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

---

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Springfield (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – The Uniform Terms**


| | |
|---|---|
| Article I | Definitions |
| Article II | Award Information |
| Article III | Grantee Certifications and Representations |
| Article IV | Payment Requirements |
| Article V | Scope of Award Activities/Purpose of Award |
| Article VI | Budget |
| Article VII | Allowable Costs |
| Article VIII | Lobbying |
| Article IX | Maintenance and Accessibility of Records; Monitoring |
| Article X | Financial Reporting Requirements |
| Article XI | Performance Reporting Requirements |
| Article XII | Audit Requirements |
| Article XIII | Termination; Suspension; Non-compliance |
| Article XIV | Subcontracts/Subawards |
| Article XV | Notice of Change |
| Article XVI | Structural Reorganization and Reconstitution of Board Membership |
| Article XVII | Conflict of Interest |
| Article XVIII | Equipment or Property |
| Article XIX | Promotional Materials; Prior Notification |
| Article XX | Insurance |
| Article XXI | Lawsuits and Indemnification |
| Article XXII | Miscellaneous |
| Exhibit A | Project Description |
| Exhibit B | Deliverables or Milestones |
| Exhibit C | Contact Information |
| Exhibit D | Performance Measures and Standards |
| Exhibit E | Specific Conditions |


**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**



2024-206

**The Parties or their duly authorized representatives hereby execute this Agreement.**

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

By: Kenneth D. Allen
Signature of Kristin A. Richards / Accounting Program Manager

Date: 1/12/2024

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

**CITY OF SPRINGFIELD**

By: _____
Signature of Authorized Representative

Date: January 5, 2024

Printed Name: Misty Buscher

Printed Title: Mayor

Email: misty.buscher@springfield.il.us

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)



2024-206

## PART ONE – THE UNIFORM TERMS

### ARTICLE I
### DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.



2024-26

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

## ARTICLE II
## AWARD INFORMATION

2.1. Term. This Agreement is effective on **07/01/2023** and expires on **06/30/2025** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **$108,636.00**, of which **$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.



2024-206

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement
Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-35-3071 and the CSFA Name is Energy Transition Community Grant Program. If applicable, the State Award Identification Number (SAIN) is 3071-44724.

## ARTICLE III
## GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **VBD7LLHA3MJ3** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **376002037** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

| | | | |
|---|---|---|---|
| _____ | Individual | _____ | Pharmacy-Non Corporate |
| _____ | Sole Proprietorship | _____ | Pharmacy/Funeral Home/Cemetery Corp. |
| _____ | Partnership | _____ | Tax Exempt |
| _____ | Corporation (includes Not For Profit) | _____ | Limited Liability Company (select applicable tax classification) |
| _____ | Medical Corporation | _____ | P = partnership |
| X | Governmental Unit | _____ | C = corporation |
| _____ | Estate or Trust | | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).



2024-20

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).



2024-206

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to $30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).



2024-206

(q) Internal Revenue Code and Illinois Income Tax Act. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

## ARTICLE IV
## PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.



2024-206

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V
## SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).



2024-205

**ARTICLE VI**
**BUDGET**

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

**ARTICLE VII**
**ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.



2024-206

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.



2024-206

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII
## LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.



2024-206

**ARTICLE IX**
**MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X**
**FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.



2024-206

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

## ARTICLE XI
## PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

## ARTICLE XII
## AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.



2024-206

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in State-issued Awards, but expends $300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends $750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and



2024-206

must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## ARTICLE XIII
## TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A**, **PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If



2024-206

suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

## ARTICLE XIV
## SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.



2024-206

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

## ARTICLE XV
## NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

## ARTICLE XVI
## STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

## ARTICLE XVII
## CONFLICT OF INTEREST



2024-206

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

## ARTICLE XVIII
## EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a



2024-206

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

## ARTICLE XIX
## PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

## ARTICLE XX
## INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

## ARTICLE XXI
## LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost



2024-206

or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## ARTICLE XXII
## MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).



2024-20

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**



2024-206

**EXHIBIT A**

**PROJECT DESCRIPTION**

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

**AUTHORITY:** The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 & 30, 20 ILCS 605/605-1075.

The purpose of this authority is as follows:

To make & enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly &/or to use State & federal programs, grants, & subsidies available to assist in discharge of provisions of the Civil Administrative Code of Illinois, and per other acts to foster and promote industrial development & economic welfare.

**PROJECT DESCRIPTION:**

The Energy Transition Community (ETC) Grant Program was created by the Climate and Equitable Jobs Act (CEJA) signed into law by the Illinois Governor on September 15, 2021. The Department's role in CEJA is to help Illinois' workforce prepare for and train for jobs in the clean energy industry, and to provide support to workers and communities facing plant and mine closures. Specifically, the ETC Grant Program will provide grants to support economic development in communities impacted by a closure or reduced operation of a fossil fuel power plant, coal mine, or nuclear plant. Pre-Award costs for this ETC Grant Program can be retroactive to cover activities conducted on or after May 1, 2023.

The Grantee is a governmental entity providing essential public services to the City of Springfield in Sangamon County where a significant reduction in power plant operations will occur in the next several years.

The Grantee is partnering with a local 501c3 not-for-profit, Moving Pillsbury Forward, to prepare the site of a former Pillsbury Mill Plant for redevelopment. The 18-acre site is well situated for development once the site is remediated and the existing blighted structures have been removed. The Pillsbury Plant closed in 2001 and has become a significant health and public safety hazard for the surrounding neighborhood for over 22 years.

Grant Funds will be used for costs associated with demolition of structures at the property located at 1525 E. Phillips Street in Springfield, Illinois. Grant Funds will be utilized to demolish two buildings at the former Pillsbury Plant, the first is an existing building labeled, "Building M." The second building will utilize remaining Grant Funds to be used in conjunction with other funding sources for demolition of the adjacent "locker room" building both located at 1525 E Phillips Street.

Specifically, Grant funds will include operating costs associated with the project as follows:

**Contractual Services** – to include the costs associated with the demolition of approximately two existing structures at the former Pillsbury Plant located at 1525 E Phillips Street.

This project will benefit the public by allowing the site to become a prime location for redevelopment and revitalization and will provide economic vitality to the area.



2024-206

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.



2024-206

**EXHIBIT C**

**CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Kristin A. Richards

Title: Director

Address: 607 E. Adams St.
Springfield, IL 62701

**GRANTEE CONTACT**

Name: Misty Buscher

Title: Mayor

Address: 800 East Monroe Street RM 300
Springfield, IL 62701-1699

**GRANTEE PAYMENT ADDRESS**
(If different than the address above)

Address: N/A

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Caitlyn Walker
Title: Grant Manager
Address: 607 E. Adams St.
Springfield, IL 62701
Phone: 217-558-2418
TTY#: (800) 785-6055
Email Address: caitlyn.t.walker@illinois.gov

**GRANTEE CONTACT**

Name: Ebony Richardson-Landrum
Title:
Address: 800 East Monroe Street RM 300
Springfield, IL 62701-1699
Phone: 217-789-2377
TTY#: N/A
Email Address:



2024-206

**GRANTEE DESIGNEES**

The following are designated as Authorized Designee(s) for the Grantee (*See* **PART TWO**, ARTICLE XXIII):

Authorized Designee: Amy Rasing
Authorized Designee Title: Operations Coordinator- Grants
Authorized Designee Phone: 217-789-2377 x5470
Authorized Designee Email: amy.rasing@springfiel.il.us

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

**GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT**

Email: externalauditunit@illinois.gov

**GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT**

Name: Caleb Jones
Email: caleb.j.jones2@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: 607 E. Adams St.
Springfield, IL 62701



2024-206

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.



2024-206

**EXHIBIT E**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

There were no conditions resulting from the Merit-Based Review.

Programmatic Risk Assessment (PRA)

Specific Conditions:

| | |
|---|---|
| **1. PRA Section:** | **Ability to effectively implement requirements:** |
| 1a. Conditions: | Technical assistance required plus more frequent project monitoring. |
| 2. Reason Imposed: | Medium or High Risk increases likelihood of compliance/performance issues. |
| 3. Action Needed to Remove: | Entity must demonstrate adequate Grant performance. |
| 4. Timeframe: | Agency re-examines annually. |
| 5. Method for reconsideration: | Written Request. |



2024-206

## PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

### ARTICLE XXIII
### AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

### ARTICLE XXIV
### ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

### ARTICLE XXV
### ADDITIONAL MONTORING PROVISIONS

25.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

25.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

### ARTICLE XXVI
### ADDITIONAL INTEREST PROVISIONS



2024-206

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

## ARTICLE XXVII
## ADDITIONAL BUDGET PROVISIONS

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

## ARTICLE XXVIII
## ADDITIONAL REPRESENTATIONS AND WARRANTIES

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;



2024-206

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

## ARTICLE XXIX
## ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may



2024-206

seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

## ARTICLE XXX
## ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A**, **B** and **D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A**, **B** and **D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be



2024-206

extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI**
**ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

31.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

**ARTICLE XXXII**
**ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

(a) Cash payment of the entirety or a portion of the real property acquisition;

(b) Cash Payment of a down payment for the acquisition;

(c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or

(d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII**
**APPLICABLE STATUTES**



2024-206

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Grantee Responsibility. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.3. Historic Preservation Act (20 ILCS 3420/1 *et seq.*). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.4. Victims' Economic Security and Safety Act (820 ILCS 180 *et seq.*). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Equal Pay Act of 2003 (820 ILCS 112 *et seq.*). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.6. Steel Products Procurement Act (30 ILCS 565/1 *et seq.*). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be



2024-206

manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.7. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.8. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) Protection of Personal Information. The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in



2024-206

all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

## ARTICLE XXXIV
## ADDITIONAL MISCELLANEOUS PROVISIONS

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

## ARTICLE XXXV
## ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse



2024-206

Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



2024-206

**PART THREE – PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

**ARTICLE XXXVI**
**REPORT DELIVERABLE SCHEDULE**

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

**October 2023**

- Quarterly Periodic Financial Report (10/30/2023) - Covering Period of 07/01/2023 - 09/30/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2023) - Covering Period of 07/01/2023 - 09/30/2023; Send To: Grant Manager

**January 2024**

- Quarterly Periodic Financial Report (01/30/2024) - Covering Period of 10/01/2023 - 12/31/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2024) - Covering Period of 10/01/2023 - 12/31/2023; Send To: Grant Manager

**April 2024**

- Quarterly Periodic Financial Report (04/30/2024) - Covering Period of 01/01/2024 - 03/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2024) - Covering Period of 01/01/2024 - 03/31/2024; Send To: Grant Manager

**July 2024**

- Quarterly Periodic Financial Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager

**October 2024**

- Quarterly Periodic Financial Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Send To: Grant Manager

**January 2025**



2024-206

- Quarterly Periodic Financial Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager

**April 2025**

- Quarterly Periodic Financial Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager

**July 2025**

- Quarterly Periodic Financial Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager

**August 2025**

- End of grant Closeout Financial Report (08/14/2025) - Covering Period of 07/01/2023 - 06/30/2025; Send To: Grant Manager
- End of grant Closeout Performance Report (08/14/2025) - Covering Period of 07/01/2023 - 06/30/2025; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

## ARTICLE XXXVII
## GRANT-SPECIFIC TERMS/CONDITIONS

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**



2024-206

| | AGENCY | SIGN-OFF RECEIVED | SIGN-OFF OUTSTANDING |
|---|---|---|---|
| ____ | Illinois State Historic Preservation Office | | X |
| ____ | Illinois Dept. of Agriculture | ____ | ____ |
| ____ | Illinois Dept. of Natural Resources | ____ | ____ |
| ____ | Illinois Environmental Protection Agency | ____ | ____ |
| ____ | NONE APPLICABLE | ____ | ____ |
| ____ | | | |

While any external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

**NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.**

**(2)** For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq*.

**(3) External Sign-Off Provisions:**

**a.)** The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.

**b.)** Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.

**c.)** Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY**



2024-206

**WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of $500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that



2024-206

demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.



2024-206

2024-2096

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

| | | | | | |
|---|---|---|---|---|---|
| Agency: | Illinois Department of Commerce and Economic Opportunity | | | State FY: | 2024 |
| Grantee: | City of Springfield | | | DUNS Number: | 25955852 |
| NOFO Number: | 3071-2449 | CSFA Number: | 420-35-3071 | Grant Number: | 23-443011 |
| CSFA Description: | Energy Transition Community Grant Program | | | | |

| Section A: State of Illinois Funds | Summary | Detail |
|---|---|---|
| **Revenues** | | |
| State of Illinois Grant Amount Requested | $108,636.00 | |
| **Budget Expenditure Categories** | | |
| 1. Personnel (200.430) | | |
| 2. Fringe Benefits (200.431) | | |
| 3. Travel (200.474) | | |
| 4. Equipment (200.439) | | |
| 5. Supplies (200.94) | | |
| 6. Contractual/Subawards (200.318 and .92) | $108,636.00 | |
| 1006 CONTRCTUAL SERVICES & SUBAWARD | | $108,636.00 |
| 7. Consultant (200.459) | | |
| 8. Construction | | |
| 9. Occupancy (200.465) | | |
| 10. Research and Development (200.87) | | |
| 11. Telecommunications | | |
| 12. Training and Education (200.472) | | |
| 13. Direct Administrative Costs (200.413) | | |
| 14. Miscellaneous Costs | | |
| 15. Grant Exclusive Line Item(s) | | |
| 16. Total Direct Costs (add lines 1-15) | $108,636.00 | $108,636.00 |
| 17. Total Indirect Costs (200.414) | | |
| Rate: % | | |
| Base: | | |
| 18. Total Costs State Grant Funds (Lines 16 and 17) | $108,636.00 | $108,636.00 |

Grantee: City of Springfield

NOFO Number: 3071-2449

Grant Number: 23-443011

**SECTION A - Continued - Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organziation must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

**Select ONLY One:**

1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) ☐ Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendiz IV(c)(2)(c).

2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.

4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

☐ complies with other statutory policies.

Rate: ☐ %

5) ☑ No reimbursement of Indirect Cost is being requested.

**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**

Period Covered By NICRA: From: ☐ To: ☐ Approving Federal or State Agency: ☐

Indirect Cost Rate: ☐ % The Distribution Base is: ☐

2024-280

Grantee: City of Springfield

NOFO Number: 3071-2449

Grant Number: 23-443011

**By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).**

| | | | |
|---|---|---|---|
| Institution/Organization: | City of Springfield | Institution/Organization: | City of Springfield |
| Signature: | [signature] | Signature: | [signature] |
| Printed Name: | Misty Buscher | Printed Name: | Gregory E Moredock |
| Title: | Mayor GEM | Title: | Corporation Counsel |
| Phone: | 217-789-2200 | Phone: | 217-789-2393 |
| Date: | Jan. 5, 2024 | Date: | 1/9/24 |

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

2024-206

| CERTIFICATION | STATE OF ILLINOIS<br>UNIFORM GRANT BUDGET TEMPLATE | AGENCY: Commerce & Economic Opportunity |
|---|---|---|
| Organization Name: City of Springfield | CSFA Description: Energy Transition Community Grant Program | NOFO # 3071-2449 |
| CSFA #: 420-35-3071 | UEI # VBD7LLHAMJ3 | Fiscal Year(s): 2023 |

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

City of Springfield
Institution/Organization

Signature

Ramona Metzger
Name of Official

Director, Budget and Management
Title
Chief Financial Officer (or equivalent)
11/15/2023
Date of Execution

City of Springfield
Institution/Organization

Signature

Misty Butcher
Name of Official

Mayor
Title
Executive Director (or equivalent)
11/15/2023
Date of Execution

**Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.**

**Illinois**
**Department of Commerce**
& Economic Opportunity
JB Pritzker, Governor

January 15, 2024

Misty Buscher
Mayor
City of Springfield
800 East Monroe Street RM 300
Springfield, IL 62701-1699

Dear Ms. Buscher,

The Department of Commerce and Economic Opportunity (the Department) would like to welcome you to our community of grantees and congratulate you on your grant award (23-443011).

The Department administers a wide range of economic and workforce development programs, services and initiatives designed to create and retain high quality jobs and build strong communities. The Department leads the Illinois economic development process in partnership with businesses, local governments, workers and families.

When administering grant programs, the Department follows guidance from the Grant Accountability and Transparency Act (GATA) (44 Ill. Admin. Code Part 7000) and federal uniform guidance (2CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

To ensure your organization achieves its goals and objectives and remains in compliance with the grant terms, we have provided a few helpful resources and tips to get you started:

1. Read and understand your grant agreement. The grant agreement outlines grant requirements and programmatic deliverables.
2. Frequent our Grantee Resource Site to review tutorials on the grant process (go to www.illinois.gov/dceo, click on Grant Opportunities and Grantee Resource Site).
3. Maintain your organization's profile on the Illinois GATA Grantee Portal at grants.illinois.gov/portal (i.e. confirm organization and contact information, monitor pre-qualification status, make indirect cost elections and comply with audit requirements).
4. Keep all relevant grant-related documents during the required record retention period. This includes receipts and proof of payment for all grant expenditures, such as, invoices, proposals, contracts, procurement bids, statements of work, bank statements, copies of check and ACH/Wire Transfer documentation. (Please refer to your grant agreement for the record retention period).
5. If your organization expends over $300,000 in state or federal grant funds during its fiscal year, a financial statement or single audit may be required. Please note, this expense may not be covered with grant funds.

If you have any questions or concerns, please contact your grant manager.

Sincerely,

Kristin A. Richards
Director



2024-206

**ORDINANCE FACT SHEET**

**ORD. REQUEST FORM NO:**
**DATE OF 1ST READING:** 5/21/24

**OFFICE REQUESTING:** OPED
**CONTACT PERSON:** Amy Rasing
**PHONE NUMBER:** 217-789-2377 X 5470

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

**TYPE OF ORDINANCE:** Grant Acceptance
**FISCAL IMPACT:** $108,636.00

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

**SUGGESTED TITLE:**

An Ordinance authorizing acceptance and execution of Energy Transition Community Grant 23-443011 in the amount of $108,636.00 for funding demolition of two Pillsbury project buildings and authorizing supplemental appropriation in the amount of $108,636.00, the entire amount of which will be utilized via reimbursement from Grantor Agency: DCEO.

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

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

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

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

**Method of Purchase (check one)**

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

**Previous Ord #'s**

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

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

**REVENUE**

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 111 | DEVL | ETCG | 1845 | $108,636 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

**EXPENDITURE**

| Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|
| 001 | 111 | DEVL | ETCG | 2110 | $108,636 |
| | | | | | |
| | | | | | |
| | | | | | |

**FUNDS CHECK BY:** Courtney Heinzl **Date:** 05.07.2024
**DIRECTOR / SUPERVISOR SIGNATURE** Valerie Upzell **Date:** 5/7/2024
**CITY PURCHASING AGENT:** C. Michael Testa **Date:** 5-15-24

**COMMENTS**

This grant will fund the cost for demo. of two of the identified high priority buildings. This Energy Transition Grant known as the Pillsbury Project aims to remove blight from the surrounding historically under-served population and prepare for economic revitalization of the area.

**SIGN OFF:** (Mayor's Signature) GEM (Director of OBM) 5/9/24

S\Excel\Forms\Blank Ordinance Form

The information supplied on this form is not confidential information.

Revised 5/10/04

2024-206

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH GABRIELA CUETO AND RENE VENTURA FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL LOCATED AT 1322 E. EDWARDS STREET IN THE AMOUNT OF $500.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT**

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

**WHEREAS,** the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

**WHEREAS,** the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, and 316-08-18 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

**WHEREAS,** the Notice of Sale for (CS 19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on January 16, 2019; and

**WHEREAS,** the Request for Proposals CS 19-29 contained properties declared surplus by ordinances 016-01-17, 158-04-17, 378-09-18, and 316-08-18; and

**WHEREAS,** in response to the City's request for proposals CS 19-29, the City has received a proposal for purchase of one parcel in the $500.00, said parcel being legally described on Exhibit A attached hereto; and

**WHEREAS,** it is in the best interests of the City to accept the bid and enter into an Agreement for Sale of City-owned property with Gabriela Cueto and Rene Ventura consisting of one parcel located at 1322 E. Edwards Street; and

**WHEREAS,** the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

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

**Section 1:** That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 19-29 and authorizes execution of an Agreement for Sale of Property located at 1322 E. Edwards Street, with Gabriela Cueto and Rene Ventura, legally described on attached Exhibit A in the amount of $500.00.

**Section 2:** That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

**Section 3:** That the Office of Budget and Management is hereby directed to deposit the amount of $500.00 into revenue account 001-107-BMGT-ACCT-0242.

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

**PASSED: _____, 2024**

**SIGNED: _____, 2024**

**RECORDED: _____, 2024**

**_____**
**Mayor Misty Buscher**

**ATTEST: _____**
**City Clerk Frank Lesko**

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

5/10/24
**Office of Corporation Counsel / Date**

| | Exhibit A | | | | | | |
|---|---|---|---|---|---|---|---|
| Parcel | Property | Pin | Bidder | Offer Amt | Legal Description | Zoning | Surplus RFP |
| 1 | 1322 E Edwards St | 14-34.0-285-009 | Gabriela Cueto and Rene Ventura | $500.00 | Lot 3 in Block 4 of Mather & Wells Addition to th City of Springfield, situated in he County of Sangamon and State of Illinois. | R-2 | CS19-29 |

2024-0287

# ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:
DATE OF 1ST READING: ~~April 30, 2024~~ 5/21/24

OFFICE REQUESTING: Office of Budget & Management
CONTACT PERSON: Mike Lesko
PHONE NUMBER: 217-789-2116, Ext. 2613

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

TYPE OF ORDINANCE: RFP Contract Award
FISCAL IMPACT: N/A

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP CS19-29 AND EXECUTION OF AGREEMENTS FOR THE SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL FOR A COLLECTIVE AMOUNT of $500.00 FOR THE OFFICE OF BUDGET & MANAGEMENT.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
EXHIBIT A
Vacant Lot Applications

CONTRACTOR / VENDOR NAME: N/A
VENDOR NO: N/A
CONTRACT TERM: N/A
Change in Scope Yes [ ] No [X]
CONTRACT AMOUNT: N/A (Original amount if change order)
N/A Change Order #
Additional Amount
Previous Ord #'s N/A

Method of Purchase (check one)

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[X] Other: RFP (CS19-29)
[ ] Exception:
Code Provision:

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

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

REVENUE

| | Fund | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|---|
| 1 | 001 | 107 | BMGT | ACCT | 0242 | $500 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

EXPENDITURE

| | Agency | Org | Activity | Object | Amount |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

FUNDS CHECK BY: Date:
DIRECTOR / SUPERVISOR SIGNATURE: Valerie Engel Date: 4/30/24
CITY PURCHASING AGENT: Michael Kelly Date: 4-30-24

COMMENTS

This is for the sale of 1 vacant lot to the following individuals:
Gabriela Cueto and Rene Ventura, purchasing the lot at 1322 E Edwards St, Springfield, IL 62702

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM) 4/30/24



The information supplied on this form is not confidential information.