

AN ORDINANCE APPROVING AND AUTHORIZING PROPOSAL #UE25-09 – SPRINGFIELD
SMART CITY AND ASSET MANAGEMENT PROGRAM WITH HANSON PROFESSIONAL
SERVICES INC. IN AN AMOUNT NOT TO EXCEED \$500,000.00 AND AUTHORIZING
SUPPLEMENTAL APPROPRIATIONS IN A TOTAL AMOUNT OF \$500,000.00,
FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, this Ordinance approves and authorizes the execution of Proposal No. UE25-09 with Hanson Professional Services Inc. ("Hanson") in an amount not to exceed \$500,000.00, for a comprehensive urban data collection and management project for a portion of downtown Springfield, employing advanced technologies such as UDAR and Ground Penetrating Radar (GPR) to meticulously map above and below-ground assets in relation to the Springfield Smart City and Asset Management Program, and

WHEREAS, Competitive Sealed Proposals were sought to locate vendors pursuant to Section 38.38 of the Code of the City of Springfield, Illinois, and

WHEREAS, Hanson submitted a proposal meeting all requirements and being the best overall value, and

WHEREAS, the proposal documents with Hanson shall be on file in the Office of the City Clerk and identified by Request for Proposal No. UE25-09, and

WHEREAS, Ordinance 026-01-24 authorized acceptance of the State Planning and Research Program Grant Funding Opportunity 1439-1327 from the Illinois Department of Transportation in the amount of \$400,000.00, which required \$100,000.00 in matching funds and

WHEREAS, the Office of Public Utilities is requesting supplemental appropriations in the amount of \$500,000.00 from funds received through this grant (\$400,000.00) and a supplemental from unbudgeted fund balances for the matching funds (\$100,000.00) for Office of Public Utilities for work specified under Proposal No. UE25-09.

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 Proposal No. UE25-09 - Springfield Smart City and Asset Management Program with Hanson in an amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) and authorizes supplemental appropriations in the same said amount for the Office of Public Utilities.

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

Section 3. The Office of Budget and Management is hereby authorized, approved, and directed to effectuate the supplemental appropriations for the following:

Revenue Accounts	Expense Accounts	Amount:
102-100-8231-CW77	102-100-CBAD-3682-2306	\$400,000.00
Unbudgeted Fund Balance	102-100-CBAD-3682-2306	<u>\$100,000.00</u>
	Total	\$500,000.00

Section 4. The payment to Hanson for the total maximum amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) from Account No. 102-100-CBAD-3682-2306 is hereby authorized, approved, and directed:

Section 5. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2024

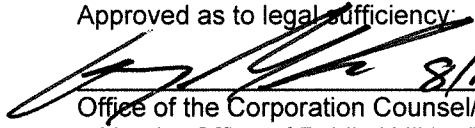
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 8/13/24
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Hanson Professional Services
CONTRACT AMOUNT: \$500,000.00*
TYPE OF AWARD: Request for Bid / Supplementals

RELATED ORDINANCE INFORMATION:

Related: Ord. 026-01-24, State of Illinois' Planning and Research Program Grant Funding Opportunity 1439-1327 from the Illinois Department of Transportation / \$400,000.00.

INFORMATION:

This Ordinance accepts Proposal No. UE25-09 with Hanson Professional Services ("Hanson") for Springfield Smart City and Asset Management Program in the amount of \$500,000.00 and supplemental appropriating \$500,000.00 for this project.

Proposal UE25-09 involves a comprehensive urban data collection and management project for a portion of downtown Springfield, employing advanced technologies such as LiDAR and Ground Penetrating Radar (GPR) to meticulously map both above and below-ground assets. By integrating this data into a 3D model and deploying real-time decision support tools, the project aims to enhance urban infrastructure management, support strategic planning, and ensure sustainability. It includes rigorous quality assurance measures, adherence to industry standards, and legal compliance.

*This project will be funded in part by the State Planning and Research Program grant, which was accepted by Ordinance #026-01-24 in the amount of \$400,000.00 and the remaining \$100,000.00 will be funded by the Utilities. The money will need to be supplementally appropriated from the revenue line (102-100-8231-CW77) in which the grant was deposited (\$400,000.00) and from the unbudgeted fund balance (\$100,000.00) to the correct expenditure line (102-100-CBAD-3682-2306).

The contract with Hanson will be for a 3-year term from FY25-FY27. With the following breakdown:

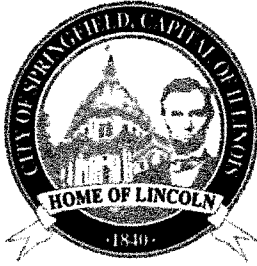
	Grant funded	Additional	FY Total
FY25	\$ 276,480.00	\$ 69,120.00	\$ 345,600.00
FY26	\$ 101,760.00	\$ 25,440.00	\$ 127,200.00
FY27	\$ 21,760.00	\$ 5,440.00	\$ 27,200.00
	\$ 400,000.00	\$ 100,000.00	\$ 500,000.00

There were 2 bidders on this contract with Hanson submitting a proposal meeting all requirements and being the best overall value. Hanson is a local vendor.

CONTRACT NAME: Springfield Smart City and Asset Management Program
CONTRACT NO: RFP UE25-09
DEPARTMENT: T&D
DATE: 07/22/24

	A&G Consulting	Hanson Professional Services Inc.
Above Ground Asset Collection	X	X
Below Ground Asset Collection		X
*QL-D and QL-C only, No Below the Surface Asset Collection	X	
Data Processing and Integration	X	X
Asset Investment Planning Tool	X	X
Total Project Cost	\$500,000.00	\$500,000.00

Notes
A&G Consulting is not actually performing Below Ground Asset Collection, their proposal included a hybrid Subsurface Utility Engineering survey which combines qualities of QL-D, which approximates subsurface locations based on existing records and verbal recollection, and QL-C, which combines QL-D with surface-level field survey to infer subsurface locations. Hanson Professional Services Inc is utilizing Ground Penetrating Radar to collect Below Ground Asset data.



**CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681**

Contact: Office of the Purchasing Agent
Telephone: 217-789-2191

Date: **May 1, 2024**
Fax: 217-789-2207

Request for Proposal Index No: **RFP UE25-09**

Request for Proposal Name: **Springfield Smart City and Asset Management Program**

Pre Bid Meeting: **May 8, 2024 at 10:00 a.m.**

Bid Security: **N/A**

Due Date 3 P.M. Central Time USA: Thursday, June 27, 2024

Sealed responses must be received in the Office of Budget and Management Purchasing Department, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated. All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Request for Proposal to the Purchasing Agent.

Name of Vendor: Hanson Professional Services Inc.

Contact Name: Kurt Bialobreski, P.E., PTOE, Chief Innovation Officer, Vice President

Vendor Address: 1525 South Sixth Street, Springfield, IL 62703

Vendor E-Mail: kbialobreski@hanson-inc.com

Phone: 217-788-2450

Fax: 217-788-2503

Delaware

The First State

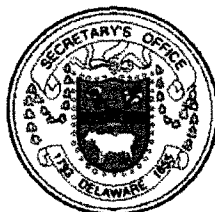
Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HANSON PROFESSIONAL SERVICES INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF MAY, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "HANSON PROFESSIONAL SERVICES INC." WAS INCORPORATED ON THE SECOND DAY OF JANUARY, A.D. 1964.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



605904 8300

SR# 20241829285

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 203391605

Date: 05-03-24

2024-309

The Hanson team is poised to bring its expertise, technologies, and passion for smart city development to Springfield, creating a dynamic digital foundation that supports the City's goals of infrastructure maintenance, urban planning, sustainability, reliability, and historical preservation, today and into the future.

DETAILED SCOPE WITH BUDGET

Scope of Services/Deliverables Achievable within Budget

In aligning with the City of Springfield's vision and budgetary considerations for the Smart City and Asset Management Program, Hanson has crafted a comprehensive plan that not only respects the financial boundaries set by the City but also completes the described project deliverables within these confines. Drawing from extensive experience in similar smart city ventures, including the digital transformation projects, and leveraging innovative technologies such as LiDAR, GPR, SewerAI, and DOT™, Hanson proposes the following detailed scope of work, designed to deliver maximum value and each item task in the RFP for the allocated \$500,000 budget.

DELIVERABLE	Estimated Fee
Data Collection	\$140,000
Data Extraction and Processing	\$180,000
Digital Twin Implementation	\$71,000
Analytical Tools Implementation / System Integration	\$109,000
TOTAL	\$500,000

1. Data Collection

Hanson's approach to this program emphasizes meticulous planning and execution in data collection to assure the completeness and accuracy of information gathered is a cornerstone for developing a reliable and functional digital twin of Springfield's downtown area.



1.1 Mobile / Street Level Collection

NV5 will lead the data collection process. NV5 has decades of experience successfully performing large scale aerial mapping, mobile mapping, and ground survey projects for federal and state agencies. Throughout this time the NV5 operations team have become experts at reviewing project requirements and deploying the appropriate sensor to suit both the current and long-term needs of the project. After careful consideration, the Hanson team will deploy the **Riegl VMX-2HA LiDAR system**, pictured in *Figure T1*, with technical specifications listed in the call out box, *Figure T2*. NV5 is confident that the Riegl VMX-2HA sensor provides the best value to both the current and future needs of this project. The benefits of the VMX-2HA sensor to the City's project are captured below:

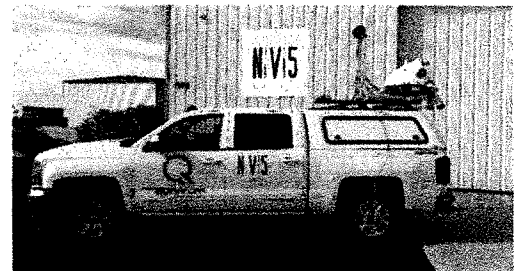


Figure T1: VMX-2HA LiDAR System

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2023-608

026-01-24

AN ORDINANCE ACCEPTING THE STATE OF ILLINOIS' PLANNING AND RESEARCH
PROGRAM GRANT FUNDING OPPORTUNITY 1439-1327 FROM THE ILLINOIS
DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$400,000.00 IN
RELATION TO THE SPRINGFIELD SMART CITY AND ASSET MANAGEMENT PROGRAM
FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, in August 2023, the Illinois Department of Transportation awarded a State Planning and Research Grant to the City of Springfield, for the Office of Public Utilities Transmission and Distribution Division's "Springfield Smart City and Asset Management Program", and

WHEREAS, this Ordinance accepts the State Planning and Research Program Grant Funding Opportunity 1439-1327 from the Illinois Department of Transportation ("IDOT") in an amount not to exceed \$400,000.00 for a three (3) year term, and

WHEREAS, per the terms of the grant, there is a cost-sharing or matching requirement of 20%, the Office of Public Utilities will fund \$100,000.00 of the expenditures of this project in FY25-FY27, and

WHEREAS, it is in the best interest of the City of Springfield Office of Public Utilities to accept said grant from the IDOT, a copy of which shall be on file with 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 accepts the State of Illinois' Planning and Research Program Grant Funding Opportunity 1439-1327 from The Illinois Department of Transportation in an amount not to exceed Four Hundred Thousand Dollars and No Cents (\$400,000.00).

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

Section 3. The City of Springfield Office of Budget and Management is hereby directed to make the necessary deposit of funds in the total maximum amount of Four Hundred Thousand Dollars and No Cents (\$400,000.00) into the proper revenue.

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

PASSED: January 16, 2024 SIGNED: Jan. 19, 2024

RECORDED: January 19, 2024 mf Buscher
MAYOR

ATTEST: [Signature]

Approved as to legal sufficiency:

[Signature] 12/29/23
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

COPY

2023-608

026-01-24

2024-309

ORDINANCE FACT SHEET

DATE OF 1st READING: 08-20-24

OFFICE REQUESTING: Office of PUBLIC UTILITIES

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x2626

FISCAL IMPACT: 500,000.00 (\$400k grant money/\$100k)

SUGGESTED TITLE: Accept RFP w/ vendor for services / dollar amount / supplement grant \$ & matching \$ to pay for this RFP / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Hanson Professional Services

VENDOR NO: _____

CONTRACT TERM: 3 yrs. (FY25-FY27)

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: RFP / Supplementals☐ Exception:

Code Provision:

Previous Ord #'s Grant: 026-01-24

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100		8231	CW77	400,000
2	Unbudgeted	Fund	Balance			100,000
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CBAD	3682	2306	500,000
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
bid tab, blue books, related ordinance

STAFF ANALYSIS

Accept and authorize RFP UE25-09 Fund the Springfield Smart City & Asset Management Program with Hanson (\$500k) - which will be funded by grant money from the IDOT Grant (\$400k) and the matching funds (\$100k). These funds need to be supplementally appropriated to the correct expenditure line.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H.
Date: 2024.08.12 08:30:55 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2024.08.12 08:03:37 -05'00'

Date: _____

CITY PURCHASING AGENT: Michael Lento

Date: 8-12-2024

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2024-309

AN ORDINANCE APPROVING A ONE-YEAR CONTRACT EXTENSION AND AUTHORIZING
ADDITIONAL FUNDING IN THE AMOUNT OF \$300,000.00 UNDER CONTRACT
NO. UE22-06-38 – BYPRODUCT HAULING FOR THE DALLMAN POWER PLANT WITH J. OROS
ENVIRONMENTAL, INC. FOR A TOTAL AMOUNT PAYABLE OF \$1,600,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 345-08-21 awarded Contract No. UE22-06-38 to J. Oros Environmental Inc. ("J. Oros"), for one year in a total amount of \$500,000.00 for byproduct hauling for the Dallman Power Plant, and

WHEREAS, said the contract provides for a yearly extension under the same terms if agreeable to both parties, and

WHEREAS, Ordinance No. 336-08-22 approved a one-year extension to the original contract and authorized an additional \$500,000.00 for a grand total of \$1,000,000.00 under said contract, and

WHEREAS, Ordinance No. 316-07-23 approved a second one-year extension to the original contract and authorized an additional \$300,000.00 for a grand total of \$1,300,000.00 under said contract, and

WHEREAS, this Ordinance extends said contract for an additional one year, and accepts the vendors' Letter Offer for Extension, a copy of which shall be on file with the City Clerk, and authorizes an additional \$300,000.00 for a grand total of \$1,600,000.00 payable under the contract, and

WHEREAS, this is the third extension of said contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Three Hundred Thousand Dollars and No Cents (\$300,000.00) for byproduct hauling for the Dallman Power Plant under Contract UE22-06-38 and authorizes the third One-Year Contract Extension, by accepting the Letter Offer for Extension with J. Oros, a copy of which shall be on file with the City Clerk.

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

Section 3. The payment to J. Oros for the total maximum amount of One Million Six Hundred Thousand Dollars and No Cents (\$1,600,000.00) under Contract No. UE22-06-38 from Account Nos. 101-100-BB-6161-1232 and 102-100-CABC-7702-1201 is hereby authorized, approved, and directed.

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

PASSED: _____, 2024 SIGNED: _____, 2024
RECORDED: _____, 2024 _____
ATTEST: _____ MAYOR

Approved as to legal sufficiency:

 8/13/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: J. Oros Environmental Inc.
CONTRACT AMOUNT: \$300,000.00 additional / Grand total \$1,600,000.00
TYPE OF AWARD: UE22-06-38 – Byproduct Hauling
Contract Extension & Additional Funding

PRIOR ORDINANCE INFORMATION:

Ord. 345-08-21, 1 yr. \$500k, Ord. 336-08-22, 1 yr. \$500k, and Ord. 316-07-23 1 yr. \$300k

INFORMATION:

This is a standard contract extension and funding increase ordinance for byproduct hauling for the Dallman Power Plant

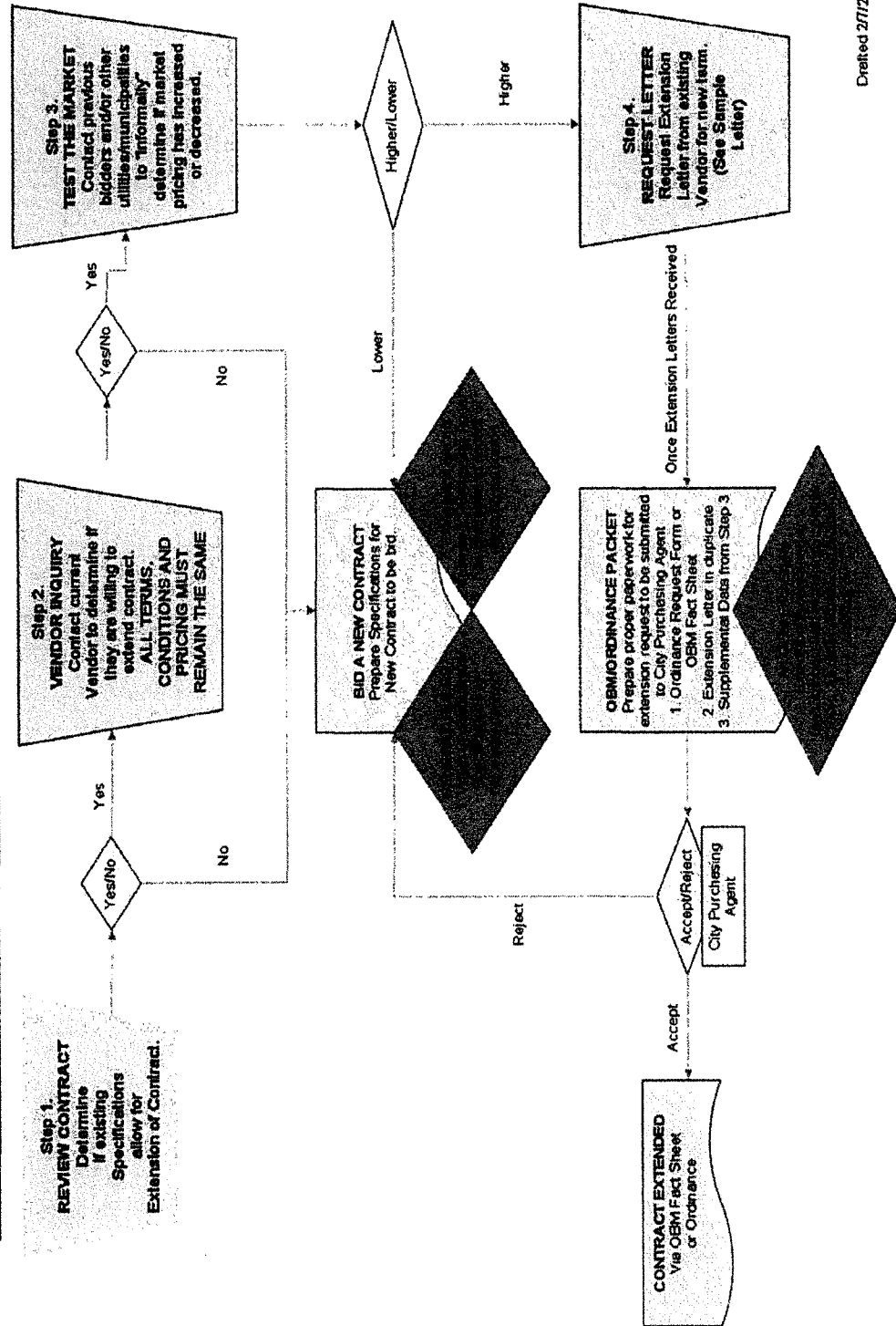
Ordinance No. 345-08-21 awarded Contract UE22-06-38 to the only bidder, J. Oros Environmental Inc. ("J. Oros"), for byproduct hauling for the Dallman Power Plant in the total amount of \$500,000.00 for one year. The contract includes the option for a yearly extension under the same terms if agreeable to both parties.

Ordinance No. 336-08-22 approved a one-year contract extension and authorized additional funding in the amount of \$500,000.00 under said contract for a total amount payable of \$1,000,000.00.

Ordinance No. 316-07-23 approved a second one-year contract extension and authorized additional funding in the amount of \$300,000.00 under said contract for a total amount payable of \$1,300,000.00

This Ordinance authorizes a third contract extension for 1 year and additional funding in an amount not to exceed \$300,000.00. J. Oros is being paid \$85.00 per hour for their manned tandem trucks and \$90.00 per hour for manned short dump and semi-trucks. The hauling consists almost entirely of byproduct hauling from the Dallman Generating Station Complex and the Water Purification Plant. The contract includes the option for a yearly extension under the same terms if agreeable to both parties. No competitor can provide pricing that is lower than what J. Oros is currently charging. It is hereby recommended that this contract be extended for one year. This Ordinance will increase the total amount payable under the said contract to \$1,600,000.00. All other terms of the contract will remain the same.

PROCEDURES FOR EXTENDING A BID CONTRACT



Dated 2/7/2013

Step 1: Yes, the extension is detailed on Page 4 of the Contract Specifications; DURATION OF CONTRACT.

Step 2: Yes, J. Oros Environmental, Inc. is agreeable to extend the contract using the same terms and conditions.

Step 3: Market investigation has shown that market pricing has increased since the contract was bid.

Step 4: Letter received.



14933 Moore Cemetery Road, Carlinville, IL 62626 P: 217.854.6959 F: 217.666.4071

July 25, 2024

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

Re: UE22-06-38 Extension

Mr. Antonacci,

We would like to exercise the option to extend Contract UE22-06-38 for an additional one year period, as allowed on page 4 of the Contract Specifications; DURATION OF CONTRACT. The terms of UE22-06-38 will remain the same.

We look forward to continuing working with CWLP.

Sincerely,

A handwritten signature in black ink, appearing to read "Jake Oros".

Jake Oros, President

2024-310

345-08-21
2021 318

No. GFC-0346

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UE22-06-38 - BYPRODUCT HAULING FOR THE DALLMAN POWER PLANT WITH J. OROS ENVIRONMENTAL, INC. IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR THE ELECTRIC DIVISION FOR OFFICE OF PUBLIC UTILITIES

WHEREAS, by the previous action, the Specifications Committee approved specifications for Contract UE22-06-38 - Byproduct Hauling for the Dallman Power Plant for the Electric Division Generation Department, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE22-06-38 was placed, and

WHEREAS, J. Oros Environmental, Inc. ("J. Oros") submitted only bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE22-06-38.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bids from J. Oros for Contract UE22-06-38 - Byproduct Hauling for the Dallman Power Plant in an amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) for the City of Springfield Office of Public Utilities' Electric Division Generation Department.

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

Section 3. The payment to J. Oros for the total maximum amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) from Account Nos. 102-100-CABC-7702-1201 and 101-100-BB-6161-1232 is hereby authorized, approved, and directed.

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

PASSED: August 17, 2021 SIGNED: August 23, 2021

RECORDED: August 23, 2021

ATTEST:

Approved as to legal sufficiency:

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

345-08-21

CONTRACT NAME: ByProduct Hauling Services

CONTRACT NO: UE22-06-38

DEPARTMENT: CWLP Power Generation

DATE: July 23, 2021

J. Oros Environmental
Carlinville, IL

Tandems/per hour rate \$ 85.00

Short Dumps/per hour rate \$ 90.00

Semi/per hour rate \$ 90.00

* Recommend award of bid to J. Oros Environmental, only bid.

345-08-21



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2024-310

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CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

PUBLIC WORKS

Contact: Office of the Purchasing Agent Date: July 6, 2021
Telephone: 217-789-2191 Fax: 217-789-2207

Contract Index No: UE22-06-38
Contract Name: ByProduct Hauling
Pre Bid Meeting: N/A
Bid Security: N/A

Due Date: 2:00 P.M. Central Time USA July 22, 2021

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated. All responses will be publicly opened and portions thereof read aloud at the above date and time. LATE RESPONSES WILL NOT BE CONSIDERED.

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor: J. Dros Environmental, Inc.

Contact Name: Jake Dros

Vendor Address: 14933 Moore Cemetery Rd., Carlinville, IL 62626

Vendor E-Mail: jake@drosandbusch.com

Phone: 217-854-6459 Fax: 217-666-4671

345-08-21

PRICE PAGE

UE22-06-38
BYPRODUCT HAULING

1. CONTRACTOR AGREES TO HAUL BYPRODUCTS FROM THE DALLMAN POWER PLANT COMPLEX UNDER THE TERMS AS STATED IN THESE SPECIFICATIONS FOR THE FOLLOWING UNIT PRICE:

\$ 85.00 per hour TANDEMS

\$ 90.00 per hour SHORT DUMPS

\$ 90.00 per hour SEMI-TRAILER

345-08-21

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2024-310

2022-323

336-08-22

GFO-0353

AN ORDINANCE APPROVING A ONE-YEAR CONTRACT EXTENSION AND AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$500,000.00 UNDER CONTRACT NO. UE22-06-38 - BYPRODUCT HAULING FOR THE DALLMAN POWER PLANT WITH J. OROS ENVIRONMENTAL, INC. FOR A TOTAL AMOUNT PAYABLE OF \$1,000,000.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 345-08-21 awarded Contract No. UE22-06-38 to J. Oros Environmental Inc. ("J. Oros"), for one year in a total amount of \$500,000.00 for byproduct hauling for the Dallman Power Plant, and

WHEREAS, said contract provides for a yearly extension under the same terms if agreeable to both parties, and

WHEREAS, this Ordinance extends said contract for one additional year, and accepts the vendors' Letter Offer for Extension, a copy of which shall be on file with the City Clerk, and authorizes an additional \$500,000.00 payable under the contract, and

WHEREAS, this is the first extension of said contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) for byproduct hauling for the Dallman Power Plant under Contract UE22-06-38 and authorizes an additional One-Year Contract Extension, by accepting the Letter Offer for Extension with Oros, a copy of which shall be on file with the City Clerk.

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

Section 3. The payment to J. Oros for the total maximum amount of One Million Dollars and No Cents (\$1,000,000.00) under Contract No. UE22-06-38 from Account Nos. 101-100-BB-6161-1232 and 102-100-CABC-7702-1201 is hereby approved, approved, and directed.

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

PASSED: August 3, 2022
RECORDED: August 5, 2022
ATTEST: [Signature]
SIGNED: [Signature] MAYOR
Approved as to legal sufficiency: [Signature]

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

2022-323

336-08-22

COPY

2023-299

316-07-29

GFO-0360

AN ORDINANCE APPROVING A ONE-YEAR CONTRACT EXTENSION AND AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$300,000.00 UNDER CONTRACT NO. UE22-06-38 - BYPRODUCT HAULING FOR THE DALLMAN POWER PLANT WITH J. OROS ENVIRONMENTAL, INC. FOR A TOTAL AMOUNT PAYABLE OF \$1,300,000.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 345-08-21 awarded Contract No. UE22-06-38 to J. Oros Environmental Inc. ("J. Oros"), for one year in a total amount of \$500,000.00 for byproduct hauling for the Dallman Power Plant, and

WHEREAS, said the contract provides for a yearly extension under the same terms if agreeable to both parties, and

WHEREAS, Ordinance No. 336-08-22 approved a one-year extension to the original contract and authorized an additional \$500,000.00 for a grand total of \$1,000,000.00 under said contract, and

WHEREAS, this Ordinance extends said contract for an additional one year, and accepts the vendors' Letter Offer for Extension, a copy of which shall be on file with the City Clerk, and authorizes an additional \$300,000.00 for a grand total of \$1,300,000.00 payable under the contract, and

WHEREAS, this is the second extension of said contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Three Hundred Thousand Dollars and No Cents (\$300,000.00) for byproduct hauling for the Dallman Power Plant under Contract UE22-06-38 and authorizes the second One-Year Contract Extension, by accepting the Letter Offer for Extension with J. Oros, a copy of which shall be on file with the City Clerk.

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

Section 3. The payment to J. Oros for the total maximum amount of One Million Three Hundred Thousand Dollars and No Cents (\$1,300,000.00) under Contract No. UE22-06-38 from Account Nos. 101-100-BB-6161-1232 and 102-100-CABC-7702-1201 is hereby authorized, approved, and directed.

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

PASSED: July 18, 2023
RECORDED: July 20, 2023
ATTEST: [Signature]
SIGNED: [Signature] MAYOR
Approved as to legal sufficiency: [Signature]

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

2023-299

316-07-29

COPY

ORDINANCE FACT SHEET

DATE OF 1st READING: 08-20-24

OFFICE REQUESTING: Office of PUBLIC UTILITIES

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x2626

FISCAL IMPACT: \$300,000.00

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

CONTRACTOR / VENDOR NAME: J. Oros Environmental

VENDOR NO: _____

CONTRACT TERM: 1 yr.

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$1,300,000.00 total

NOT a c/o

\$300,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ Other: Exten. & funding☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s 345-08-21, 336-08-22, 316-07-23

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	BB	6161	1232	150,000
2	102	100	CABC	7702	1201	150,000
3				7702		
4						

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

Flowchart / responses for extending a bid contract, extension letter

STAFF ANALYSIS

Extending UE22-06-38 - Byproduct Hauling for an additional year and approving \$300,000 to cover that time frame.

FUNDS CHECK BY: Cavanaugh, Rachel H.

Digitally signed by Cavanaugh,
Rachel H.
Date: 2024.08.01 08:31:19 -0500

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.08.01 08:15:29 -0500

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.08.01 08:46:18 -0500

Date: _____

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2024-310

AN ORDINANCE AUTHORIZING THE PURCHASE OF
REPLACEMENT PARTS FOR UNIT 4's ID FANS FROM HOWDEN
USA COMPANY IN AN AMOUNT NOT TO EXCEED \$148,944.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of two (2) Variable Inlet Vane ("VIV") Cone Assemblies for ID Fan B on Unit 4 from Howden USA Company ("Howden"), and

WHEREAS, these replacement parts have long lead times and it is necessary to have them on hand in the event of repair, and

WHEREAS, in accordance with the provisions of Section 38.40 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because Howden is the authorized representative of the OEM.

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 the purchase of two (2) VIV cone assemblies for ID Fan B on Unit 4 from Howden in an amount not to exceed One Hundred Forty-Eight Thousand Nine Hundred Forty-Four Dollars and No Cents (\$148,944.00).

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

Section 3. The payment to Howden for the total maximum amount of One Hundred Forty-Eight Thousand Nine Hundred Forty-Four Dollars and No Cents (\$148,944.00) from Account No. 102-100-CAA-7711-1404 is hereby authorized, approved, and directed.

Section 4. 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:

 8/13/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Howden USA Company
CONTRACT AMOUNT: \$148,944.00
TYPE OF AWARD: Sole Source / OEM

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes the purchase of replacement parts for the Unit 4's ID fan from Howden USA Company ("Howden") in an amount not to exceed \$148,944.00. The Variable Inlet Vane ("VIV") controls the airflow into the Unit 4 B ID Fan. The VIV housing cones are severely deteriorated resulting in an airflow efficiency loss which affects the ability to control emissions. The deterioration also poses a risk of catastrophic failure to the fan itself, causing irreparable damage that would drastically hinder energy output capacity.

Items being purchased include two (2) VIV Inner Bowl Cones (\$43,450.00), two (2) cone assemblies (\$66,630.00), and two (2) Dorsal Fin assemblies (\$38,864.00) for a grand total of \$148,944.00. There is a fourteen (14) week lead time on these parts.

Howden is the original equipment manufacturer for these items. They are not a local vendor.

2024-311



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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: August 5, 2024

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Howden USA Company to perform repair work on the Unit 4 ID Fan Motor for CWLP's Power Generation Department.

Based on the information provided, I have determined that Howden USA Company is the sole source/OEM of this product. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

Aftermarket Proposal

Web: www.chartindustries.com

From: Phil Marino
Direct Tel: 7168176956
Email: Phil.Marino@chartindustries.com
Your Sales Contact: Phil Marino - Phil.Marino@chartindustries.com

To:	Adam Luebbering	Date:	07/29/2024
Company:	Energy Products & Solutions Inc.	Page No:	Page 1 of 4
Ref:	Dallman Power Station		
Quote No:	HUSARIK.AFM.005086/E		
Regarding:	ID Fan, 3640 D18W, DWDI, A/3, SO# P206058, GAD 45039-E		

Thank you for your enquiry submitted to Howden Aftermarket.

We are happy to present below quoted parts, prices and estimated delivery schedules:

!!! Please carefully review PAYMENT & DELIVERY TERMS that apply to this proposal.

As we look forward to receiving and shipping your order, agreement on terms is important to secure quick and timely processing of your order.

Line	Part No.	Product Description	Delivery time	Qty	Unit Price USD	Total Item USD
1	317735-1	(VIV) Inner Bowl (Cone), non-split • Includes drilled & attached mounting flanges • Steel construction, painted with one coat hi-heat primer • Does not include mounting hardware • Price each based on the quantity listed Lead time to ship is in work weeks and is subject to prior sales.	14 Week(s)	2.00	21,725.00	43,450.00
2	45136-4	Cone Assembly, non-split • Includes drilled & attached mounting flanges • Steel construction painted with one coat hi-heat primer • Does not include Inner Flare Gutter Section 45137-1 • Does not include mounting hardware Price each based on the quantity listed. Lead time to ship is in work weeks.	14 Week(s)	2.00	33,315.00	66,630.00
3	45138-1	Dorsal Fin Assembly, non-split	14 Week(s)	2.00	19,432.00	38,864.00

Revolving Around You™

- Steel construction painted with one coat hi-heat primer
- Does not include mounting hardware

Price each based on the quantity listed.
Lead time to ship is in work weeks.

Total

148,944.00

Any estimates of delivery dates are based on our current backlog of orders and may therefore differ from the achievable delivery dates at the time of the actual order being placed. Howden will seek to consolidate shipments as much as possible.

We ask that you clearly state on your Purchase order, if and when partial delivery is desired.

Price and estimated delivery schedule is based upon material price and availability and factory loading at the time of the proposal, and may be subject to adjustment at the time of order placement and acknowledgement.

For any Service & Supervision offered, an estimation was calculated using current rate sheet as a guide. Cost is approximate and a final invoiced amount will present actual cost based on actual hours as required/requested by site personnel.

Typically, our service advisors will travel with diagnostic equipment only and will advise a mechanic/millwright with tools.

Howden standard inspection, packaging and documentation apply to content of this proposal, unless specified above. Additional requirements will be quoted upon request.

For Service & Supervision – additional Labor charge may apply to base rate, overtime rate and double time rate depending on actual hours on workday(s), weekend(s) and Howden locally observed holiday(s).

Howden will supply equipment from Howden workshops/manufacturing sites and via Howden Supply chain approved suppliers sourced worldwide, optimized to give our customers the best value option.

Non Inventory parts are non returnable; returned inventory parts are subject to restocking fee, and will not be accepted without agreement with Howden.

In the event an account has an overdue balance with Howden, Howden reserves the right to hold shipment until payments are received, and the account is current.

Terms and Conditions: This offer is made expressly subject to and conditioned upon acceptance of Seller's Standard Terms for Sale of Goods (available at <https://www.chartindustries.com/Terms-Conditions>). Unless otherwise negotiated and agreed to by Seller in writing, no other terms shall apply regardless of any statement on Buyer's documents to the contrary.

Purchase Order Submission:

A purchase order or a letter of acceptance is required as written notification of acceptance of this Proposal. Please ensure that your purchase order clearly states the Proposal number and is issued to:

Howden USA Company

Emailed to: Orderdesk.USA@Howden.com

Howden minimum order value is \$500.

For any failure to pick up or direct shipment of goods within 10 Business days after written notice of availability, Howden will invoice a storage fee of \$500 per week for the duration of the storage.

For Prepay and Charge Orders, there will be a 10% charge of the net selling price applied to the order to cover the standard transportation and handling expenses to the first North American or Canadian destination.

This will be added as a separate item on an invoice will be issued separately to the Buyer. This does not apply to overseas or expedited shipments. In addition, any expenses incurred by Seller because of special delivery arrangements requested by Buyer shall be billed to Buyer. Howden does not provide copies of freight invoices.

For Credit Card Payments a 2% surcharge will be added onto orders over \$3,000 when a credit card is the method of payment. The order value, including the surcharge, will be payable at the time of order placement and shall not be accepted at any point hereafter. Please note that your purchase order is still required as part of the new policy.

Delivery Terms: INCOTERMS 2020
EX Works - Laredo, TX

Seller is responsible for having the goods packed and made available at the Sellers's premises. The Buyer bears the full risk and cost from there to the destination, including the loading of the cargo.

Payment Terms: Progress Billing milestones are:
30 % upon receipt of order
30% with raw material delivery
40% at readiness to ship
made payable 30 Days Net.

Warranty: Twelve (12) months from installation or eighteen (18) months after date of shipment, which ever occurs first.

Price Validity: This proposal expires in 15 days

General: This Proposal and acceptance of any Purchase Order is subject to credit approval from Coface. Pricing does not include Federal, State or Export taxes or duties.

In order to schedule a Service or Supervision to your site, your acknowledgement requesting the dispatch of a Service or Supervision technician and a copy of an approved purchase order is required.

Please note that in case the Steel Price Index changes more than +/- 3% from the time of the proposal to the time of receiving the Purchase Order from Buyer, Howden reserves the right to adjust the price accordingly.

Upon submittal of orders to Howden, Buyer acknowledges its name will be added to a confidential list of customers that purchased Howden product(s), and agrees that from time to time, Seller, in its discretion, may provide its name as a reference for these products to new customers or to contractors to demonstrate where these products have been sold.

Howden is ISO 9001:2015 Certified.

Regards,

Phil Marino

Howden Aftermarket

ORDINANCE FACT SHEET

DATE OF 1st READING: 08-20-24

OFFICE REQUESTING: Office of PUBLIC UTILITIES

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x2626

FISCAL IMPACT: \$148,944.00

SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Howden USA Company

VENDOR NO: _____

CONTRACT TERM: n/a

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: Sole Source☐ Low Evaluated Bid

Code Provision: 38.40

Previous Ord #'s n/a

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CAA	7711	1404	148,944.00
2						
3						
4						

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

Quote, T&Cs

STAFF ANALYSIS

Authorize the purchase of a replace VIV cone assembly for the Unit 4 B's ID fan.

FUNDS CHECK BY:

Cavanaugh, Rachel
H. Digitally signed by Cavanaugh,
Rachel H.
Date: 2024.08.05 11:08:51 -05'00'

Date: _____

DIRECTOR / SUPERVISOR:

Doug Brown
Digitally signed by Doug Brown
Date: 2024.08.05 10:25:21 -05'00'

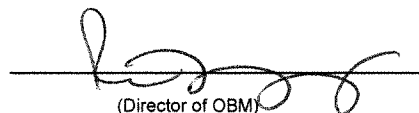
Date: _____

CITY PURCHASING AGENT:

Michael Zerk
Digitally signed by Michael Zerk
Date: 2024.08.05 10:25:21 -05'00'

Date: 8-5-2024

SIGN OFF:


(Mayor's Signature) GEM
(Director of OBM) 8/6/24

The information supplied on this form is not confidential information.

2024-311

AN ORDINANCE AUTHORIZING THE PURCHASE OF SUPPORT MAINTENANCE
FOR VMWARE CLUSTERS, FOR A THREE-YEAR TERM WITH ZONES, LLC
FROM A STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$367,381.26,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of support maintenance for VMware Clusters, for a three-year term in an amount not to exceed \$367,381.26 from Zones, LLC, and

WHEREAS, the purchase is through State Contract No. 23-448DOIT-ADMIN-P-46699, and

WHEREAS, the purchase of continued support is necessary, and

WHEREAS, in accordance with the provisions of Section 38.50 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint purchase under the State of Illinois 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 the purchase of software maintenance support for VMware Clusters, for a three-year term from Zones, LLC in an amount not to exceed Three Hundred Sixty-Seven Thousand Three Hundred Eighty-One Dollars and Twenty-Six Cents (\$367,381.26).

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute any necessary documents with Zones, LLC on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Zones, LLC for the total maximum amount of Three Hundred Sixty-Seven Thousand Three Hundred Eighty-One Dollars and Twenty-Six Cents (\$367,381.26) from Account Nos. 101-200-JB-6246-1605 and 102-200-JB-7846-1605 is hereby authorized, approved, and directed.

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

PASSED: _____, 2024

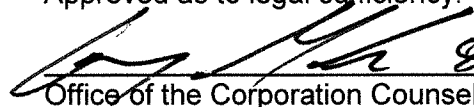
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 8/13/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Zones, LLC
CONTRACT AMOUNT: \$367,381/26
TYPE OF AWARD: Joint Purchase / State Contract 23-448DOIT-ADMIN-P-46699

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes the purchase of three (3) years of maintenance for VMware Clusters, in an amount not to exceed \$367,381.26, with Zones, LLC through State Contract #23-448DOIT-ADMIN-P-46699. The State of Illinois solicited bids for software maintenance and allowed municipalities to share bulk cost savings by ordering off such contracts.

This maintenance is for software that will allow for the management, replication, and recovery of the virtualized server infrastructure for the primary and secondary data centers. It is used for the internal cloud infrastructure and will consolidate physical servers and applications onto shared hardware and redundancy and disaster recovery. It will be paid annually in the amount of \$122,460.42.

Zones, LLC. is not a local vendor.



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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: July 30, 2024

SUBJECT: Joint Purchasing Contract Determination

I have reviewed the Ordinance Fact Sheet to Zones, LLC for VMWare Software Cluster for an amount of \$367,381.26 for use by the Information Systems Division for the Office of Public Utilities and City of Springfield.

The State of Illinois Joint Purchasing Contract Number is 23-448DOIT-ADMIN-P-46699.

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 Joint Purchasing Contract.



Primary Vendor Information & PO Terms

Vendor:	V00006448 - Zones, LLC	Payment Terms:	NA	Shipping Method:
	Wilson Garcia 1102 15TH ST SW AUBURN, WA 98001 US Email: teamil.goved@zones.com Phone: (253)205-3000 FAX: (253)205-2885 Website: http://www.zones.com/	Shipping Terms:		Freight Terms:

PO Acknowledgements:			Document	Notifications	Acknowledged Date/Time
Change Order 5			Document	Change Order Emailed to teamil.goved@zones.com at 01/31/2024 02:27:27 PM	
Change Order 6			Document	Change Order Emailed to teamil.goved@zones.com at 02/05/2024 10:41:17 AM	

Master Blanket Vendor Distributor List

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00006448	Zones, LLC	Email	Active

Master Blanket Controls

Master Blanket Begin Date:		01/31/2023	Master Blanket End Date:		01/30/2033
Cooperative Purchasing Allowed:		Yes			
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	\$22,840,475.58	\$0.00	
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$444,441.60	\$0.00	
448DOIT - DoIT - Department of Innovation and Technology	INFOTECH448 - Information Technology	\$0.00	\$0.00	\$0.00	

Master Blanket Purchase Order 23-448DOIT-ADMIN-P-46699

Header Information

Purchase Order Number:	23-448DOIT-ADMIN-P-46699	Release Number:	0	Short Description:	JPMC - VMware Master Contract
Status:	3PS - Sent	Purchaser:	Matthew Lehman	Receipt Method:	Quantity
Fiscal Year:	2023	PO Type:	Blanket	Minor Status:	
Organization:	DoIT - Department of Innovation and Technology	Location:	AA001 - Administration	Type Code:	Competitive Sealed Bidding
Department:	ADMIN448 - Administration	Entered Date:	01/31/2023 04:58:25 PM	Discount %:	0.00%
Alternate ID:	9100001737	Retainage %:	0.00%	Actual Cost:	\$1,079.00
Days ARO:	5	Release Type:	Direct Release	Print Format:	
Contact Instructions:		Is this a Small Business Set Aside Procurement?:	No	Date Contract Executed:	Yes
		Master Contract?:	Yes	Original/ Old Contract/PO Number:	CMT3029413
		Incoterm Key:		Incoterm Location (City):	
		Release Begin Date:		Release End Date:	
		Is there a BEP/VBP Participation Goal?:	Yes		

2024-312

O 00162805	150	VMWARE	VMware Live Recovery Protected VM 7/24- 6/25 Non-returnable item	VCF-VLR-PVM	\$347.11	\$52,066.50
O 00162805	576	VMWARE	VMware vSphere Foundation 8 - 7/24-6/25 Non-returnable item	VCF-VSP-FND-8	\$117.15	\$67,478.40
O 00162805	96	VMWARE	VMware vSphere Essentials Plus 8 - 7/24- 6/25 Non-returnable item	VCF-VSP-ESPL-8	\$30.37	\$2,915.52
O 00162805	150	VMWARE	VMware Live Recovery Protected VM 7/25- 6/26 Non-returnable item	VCF-VLR-PVM	\$347.11	\$52,066.50
O 00162805	576	VMWARE	VMware vSphere Foundation 8 - 7/25-6/26 Non-returnable item	VCF-VSP-FND-8	\$117.15	\$67,478.40
O 00162805	96	VMWARE	VMware vSphere Essentials Plus 8 7/25- 6/26 Non-returnable item	VCF-VSP-ESPL-8	\$30.37	\$2,915.52
O 00162805	150	VMWARE	VMware Live Recovery Protected VM 7/26- 6/27 Non-returnable item	VCF-VLR-PVM	\$347.11	\$52,066.50
O 00162805	576	VMWARE	VMware vSphere Foundation 8 7/26-6/27	VCF-VSP-FND-8	\$117.15	\$67,478.40
O 00162805	96	VMWARE	VMware vSphere Essentials Plus 8-7/26- 6/27	VCF-VSP-ESPL-8	\$30.37	\$2,915.52
Year 1 Payment						\$122,460.42
Year 2 Payment						\$122,460.42
Year 3 Payment						\$122,460.42

\$367,381.26

Total for 3 Years

ZONES™

7/18/2024

Bill To:

CITY OF SPRINGFIELD
City Water, Light & Power
Accounts Payable Department
800 East Monroe St, 4th Floor
Springfield, IL 62757
Phone : (217) 789-2200

Ship To:

JAY UNDERFANGER
CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES
300 SOUTH 7TH STREET
SPRINGFIELD, IL 62701
USA

Account # 0071081153

Quote : K2303406

PO# :

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES LLC
PO Box 737040
DALLAS TX 75373-7040

**PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES LLC ACCOUNT MANAGER
VIA FAX OR EMAIL**

Jason Dahl
Account Manager
Phone: 253-288-6172

Email: Jason.Dahl@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
O 00162805	150	VMWARE	VMware Live Recovery Protected VM 7/24-6/25 Non-returnable item	VCF-VLR-PVM	\$347.11	\$52,066.50
O 00162805	576	VMWARE	VMware vSphere Foundation 8 - 7/24-6/25 Non-returnable item	VCF-VSP-FND-8	\$117.15	\$67,478.40
O 00162805	96	VMWARE	VMware vSphere Essentials Plus 8 - 7/24-6/25 Non-returnable item	VCF-VSP-ESPL-8	\$30.37	\$2,915.52
O 00162805	150	VMWARE	VMware Live Recovery Protected VM 7/25-6/26 Non-returnable item	VCF-VLR-PVM	\$347.11	\$52,066.50
O 00162805	576	VMWARE	VMware vSphere Foundation 8 - 7/25-6/26 Non-returnable item	VCF-VSP-FND-8	\$117.15	\$67,478.40
O 00162805	96	VMWARE	VMware vSphere Essentials Plus 8 7/25-6/26 Non-returnable item	VCF-VSP-ESPL-8	\$30.37	\$2,915.52
O 00162805	150	VMWARE	VMware Live Recovery Protected VM 7/26-6/27 Non-returnable item	VCF-VLR-PVM	\$347.11	\$52,066.50
O 00162805	576	VMWARE	VMware vSphere Foundation 8 7/26-6/27 Non-returnable item	VCF-VSP-FND-8	\$117.15	\$67,478.40

ZONES LLC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663



CERTIFIED
as an NMBC
MINORITY BUSINESS
ENTERPRISE
by the NMBC

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HERewith, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("TERMS AND CONDITIONS"). SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

2024-312



7/18/2024

Bill To:

CITY OF SPRINGFIELD
City Water, Light & Power
Accounts Payable Department
800 East Monroe St, 4th Floor
Springfield, IL 62757
Phone : (217) 789-2200

Ship To:

JAY UNDERFANGER
CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES
300 SOUTH 7TH STREET
SPRINGFIELD, IL 62701
USA

Account # 0071081153

Quote : K2303406

PO# :

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES LLC
PO Box 737040
DALLAS TX 75373-7040

PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES LLC ACCOUNT MANAGER
VIA FAX OR EMAIL

Jason Dahl
Account Manager
Phone: 253-288-6172

Email: Jason.Dahl@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
O 00162805	96	VMWARE	VMware vSphere Essentials Plus 8-7/26-6/27 Non-returnable item	VCf-VSP-ESPL-8	\$30.37	\$2,915.52
			STATE OF ILLINOIS JPMC - VMWARE MASTER CONTRACT CMT3029413			

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Auburn, USA 98001
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2024-312

ZONES™

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ORDERS DIRECTLY TO YOUR
ZONES LLC ACCOUNT MANAGER
VIA FAX OR EMAIL**

Jason Dahl
Account Manager
Phone: 253-288-6172

Email: Jason.Dahl@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
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ASK US ABOUT

Installation Services

On-site Technical Services and Hourly Service Rates

Remote Help Desk and Remote Network OS Support

Sub-Total: \$367,381.26

Estimated Sales Tax: \$0.00

Electronic Delivery: \$0.00

Grand Total: \$367,381.26

Visit us on the web: <http://www.zones.com>

**FINANCING, LEASING AND SUBSCRIPTION OPTIONS AVAILABLE ! CONTACT
LEASING@ZONES.COM FOR MORE INFORMATION !**

ZONES LLC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663



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2024-312

ORDINANCE FACT SHEET

DATE OF 1st READING: 08-20-24

OFFICE REQUESTING: Office of PUBLIC UTILITIES

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x2626

FISCAL IMPACT: \$367,381/26

SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Zones, LLC **VENDOR NO:**

CONTRACT TERM: 3 yrs. **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: Joint Purchase/Ste
☐ Low Evaluated Bid Code Provision: 38.50

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	101	200	JB	6246	1605 \$55,107.19 total
2	102	200	JB	7846	1605 \$312,274.07 total
3			7846		
4					

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

Quote

STAFF ANALYSIS

Ordinance to purchase a 3-yr support maintenance for VmWare Clusters for ISD.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2024.07.30 10:03:01 -05'00'

Date:

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.07.30 09:32:42 -05'00'

Date:

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.07.30 11:17:21 -05'00'

Date:

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2024-312

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY TO ACCEPT, EXECUTE,
AND SUPPLEMENTALLY APPROPRIATE THE PUBLIC WATER SUPPLY ENERGY
EFFICIENCY PROGRAM GRANT IN THE AMOUNT OF \$54,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, the Illinois Environmental Protection Agency ("IEPA") has awarded the Public Water Supply Energy Efficiency Program Grant, CSFA 532-30-3312 to the City of Springfield, DBA City Water Light and Power, identified as Agreement No. 25-3312-PWS24103, in the amount of \$54,000.00, and

WHEREAS, this grant will provide funding for the Water Filter Plant to enhance operational and energy efficiency, and

WHEREAS, it is in the best interest of the City of Springfield to accept this grant from the IEPA; and

WHEREAS, the Office of Public Utilities is requesting a supplemental appropriation in the amount of \$54,000.00, and

WHEREAS, a copy of the grant shall be on file in the City Clerk's Office.

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

Section 1: The City Council hereby accepts the Public Water Supply Energy Efficiency Grant, CSFA 532-30-3312, identified as Agreement No. 25-3312-PWS24103, in the amount of \$54,000.00, from the IEPA, for the Water Filter Plant to enhance operational and energy efficiency.

Section 2: The Mayor and the City Clerk are hereby authorized to execute any documents needed on behalf of the Office of Public Utilities, City of Springfield, Illinois.

Section 3: The Office of Budget and Management is hereby directed to make the necessary deposit of funds from revenue account 101-100-6005-CW77 into expenditure line 101-100-BB-4342-2305.

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

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

PASSED: _____, 2024

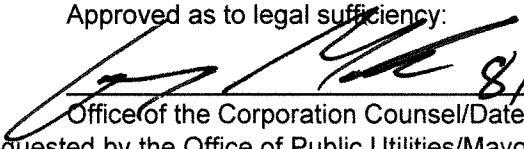
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 8/13/24

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

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Illinois Environmental Protection Agency
CONTRACT AMOUNT: -\$54,000.00
TYPE OF AWARD: Grant Acceptance / Supplemental Appropriation

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

The Public Water Supply Energy Efficiency Grant Program is a program designed by the U.S. Department of Energy to advance state-led energy initiatives and maximize the benefits of decreasing energy waste. The awarding agency is the Illinois Environmental Protection Agency ("IEPA").

This Ordinance accepts, authorizes, and appropriates the Public Water Supply Energy Efficiency Grant Program, identified as Agreement No. 25-3312-PWS24103, from IEPA on behalf of the City of Springfield, Office of Public Utilities' Water Division.

The grant provides funding for the Water Filter Plant to enhance operational and energy efficiency. This initiative is driven by the 2022 Smart Energy Design Assistance Center (SEDAC) Energy Assessment Report and includes recommendations to save approximately 188,400kWh of electricity annually. This grant provides funding for three key initiatives approved by the IEPA as recommended by the Smart Energy Design Assistance Center (SEDAC) Energy Assessment Report from 2022. LED lighting upgrades will replace energy-intensive and less efficient interior and exterior lighting. This upgrade will significantly reduce the filter plant's energy consumption and maintenance costs while providing better-quality lighting. Verifying and optimizing occupancy sensors will ensure that lights are only on when areas are occupied, thereby reducing energy wastage. Finally, the installation of daylighting controls will account for the availability of natural light and automatically adjust or turn off electric lights when sufficient daylight is present, reducing energy consumption. Together, these projects represent a comprehensive approach to improving energy efficiency resulting in a reduction in our carbon footprint while enhancing operational efficiency.

This is a 90% grant with a 10% match; effective from the date executed, through March 31, 2026.



GRANT AGREEMENT

THE STATE OF ILLINOIS, ENVIRONMENTAL PROTECTION AGENCY
AND
CITY OF SPRINGFIELD DBA CITY WATER LIGHT AND POWER

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency and City of Springfield DBA City Water Light and Power (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE - The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO - Grantor-Specific Terms

PART THREE - Project-Specific Terms

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

Illinois Environmental Protection Agency

By: _____
Signature of James M. Jennings, Title Acting Director
By: _____
Signature of Designee
Date: _____
Printed Name: Jacob Poeschel
Printed Title: Chief Financial Officer

City of Springfield DBA City Water Light and Power
By: _____
Signature of Authorized Representative
Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

By: _____
Signature of Fourth Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Fourth Grantor Approver

PART ONE - THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

2024-313

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on execution and expires on 3/31/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☐ must not exceed or ☐ are estimated to be \$54,000.00, of which \$54,000.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in PART TWO or PART THREE): The Grantee shall receive a total of \$54,000.00 under this Agreement. The line item and maximum allowable project costs are identified in the provided and signed Uniform Grant Budget Template. The Grantee will NOT be reimbursed by the Grantor for any expenditures or obligations incurred that exceed \$54,000.00. Any such expenditures or obligations incurred by the Grantee will be incurred at the Grantee's own risk.

The Grantee may seek reimbursement for allowable costs beginning August 1, 2024 through March 31, 2026. Final requests for reimbursement of costs should be received by the Grantor no later than April 30, 2026.

Reimbursement to the Grantee is reviewed and processed by the Grantor based on invoices and supporting documentation from the Grantee providing a detailed representation of costs incurred to complete the requirements of this Agreement. Such invoices must be presented no more frequently than once a month with the final invoice submitted no later than thirty days after completion of full performance on the part of the Grantee or April 30, 2026, whichever occurs first. All requests for reimbursements must include a cover page with the identifier: City of Springfield PWS24103.

Cost sharing or matching is a requirement of the Public Water Supply Efficiency Grant Program. Minimum match requirement for Grantee is 10% of total project cost which equals \$6,080.

Requests for reimbursements and all supplemental documentation must be submitted electronically to both: EPA.FiscalServ@illinois.gov AND EPA.EnergyGrants@illinois.gov.

Non-compliance with the terms of this Agreement may result in the denial or decrease in reimbursement made to the Grantee.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is EE0010070, the federal awarding agency is U.S. Department of Energy, the Federal Award date is 10/1/2023. If applicable, the Assistance Listing Program Title is State Energy Program - BIL - IL.

and Assistance Listing Number is 81.041. The Catalog of State Financial Assistance (CFSA) Number is 532-30-3312 and the CSFA Name is Public Water Supply Efficiency Program.

If applicable, the State Award Identification Number (SAIN) is N/A.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and KZGLNK9P2NS 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
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation (includes Not For Profit)
- ☒ Medical Corporation
- ☒ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non-Corporate
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt
- ☐ Limited Liability Company (select applicable tax classification)
- ☐ P = partnership
- ☐ C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference, 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

- (a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.
- (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.
- (d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).
- (e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).
- (f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(e)), or by the State (30 ILCS 708/25(6)(c)).

(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 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).

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(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750-Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

**ARTICLE IV
PAYMENT REQUIREMENTS**

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO or PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the Initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO or PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In

the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. **Interest.**

(a) All interest earned on Grant Funds held by a Grantee 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).

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.

- (d) A grantee who does not have a current negotiated rate, may elect to charge the de minimis rate as set forth in CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the de minimis Indirect Cost Rate. 2 CFR 200.414(f).
- 7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.
- 7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

- (a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(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(f)(6). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
 - (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
 - (iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.
 - (c) Internal Control. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.
 - (d) Budget Control. Grantee must maintain records of expenditures for each Award by the cost

categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

- (e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7 **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subrecipients 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 Grantee.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. **Records Retention.** Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. **Failure to Maintain Books and Records.** Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantee will monitor the activities of Grantee to assure compliance with all requirements including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantee 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 due 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.

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 7000.80.1.1.

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.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. **Entities That Are Not "For-Profit":**

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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(b)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) 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 the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) 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(n)(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. (i)

12.4. **"For-Profit" Entities.**

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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 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 at least the threshold amount as set out in 2 CFR 200.501(a) 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 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.

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, but not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. **Effect of Failure to Provide Notice.** Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. **Effect of Reorganization.** This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35. 1.1.

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 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 Grantor nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII
MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law: Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. 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 7000.30 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX, 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The Public Water Supply Energy Efficiency Grant Program, administered by the Illinois EPA Office of Energy and funded by the U.S. Department of Energy (U.S. DOE) Infrastructure Investment and Jobs Act (IIJA) State Energy Program (SEP), funds the implementation of energy efficiency projects at Illinois publicly-owned public water supply (PWS) facilities, also referred to as drinking water treatment plants. Eligible energy efficiency measures must have been identified in an earlier energy efficiency assessment completed at the facility by a third-party assessor within the previous five (5) years.

The Grantee's drinking water treatment facility uses Lake Springfield as its main water source and serves the City of Springfield as well as municipalities of Southern View, Leland Grove, Grandview, Jerome, Loami, Rochester, as well as Sugar Creek Public Water District, Williamsville-Sherman Water Commission, and Round Prairie Water Cooperative. The service area is located within Sangamon County. The Grantee is awarded funds to 1) replace all existing fluorescent T8 interior and exterior lighting fixtures with LED equivalents; 2) assess, recalibrate, and/or replace all existing manual switch controls and occupancy sensors; and 3) install daylight controls that will adjust artificial lighting based on the amount of natural light available. Together, the three projects will replace outdated and inefficient equipment with modern, energy-saving alternatives that will significantly reduce the plant's energy footprint while enhancing its operational efficiency.

The Grantee is estimated to decrease energy use at the Water Treatment Plant by approximately 188,400 kWh/year and save an estimated \$22,300.00 annually by completing the facility upgrades funded by this Agreement.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables

Items completed prior to the execution of this Agreement do not count toward meeting the project deliverables.

1. Email EPA.EnergyGrants@illinois.gov to notify the Office of Energy of project initiation and completion.

2. Complete installation and/or upgrade of all energy efficiency measures as outlined in the Project Description (Exhibit A).

3. Submit a Final Narrative Project Report that includes the following:

a. Grant agreement number

b. Project period

c. Project title

d. Project milestones

e. Project budget (including cost-share)

f. Description and pictures of pre/post conditions

g. Estimated annual energy savings and energy cost reduction

h. Discussion of project challenges and successes

Milestones

Date for Beginning Project Work

February 2025

Project completion date

January 2026

Final Narrative Project Report Due

February 2026

Final monthly reimbursement request

March 2026

In the event the Grantee cannot complete any of the Milestones within the timeframe identified, or anticipates non-performance due to circumstances outside of the Grantee's control, the Grantee must notify the Grantor as soon as practicable.

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: John DeRosa

Title: Manager, Office of Energy

Address: IEPA Associate Director's Office
1021 North Grand Ave, Springfield IL 62794

Additional Information

John.R.DeRosa@illinois.gov

GRANTEE CONTACT

Name: TOM CHI

Title:

Address: 1008 E. Miller St., Springfield IL 62702

GRANTEE PAYMENT ADDRESS
(if different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Adena Rivas

Title: Energy Projects Coordinator

Address: 1021 North Grand Ave, Springfield IL

Phone: (217) 785-7332

TTY#:

Email Address: Adena.Rivas@illinois.gov

GRANTEE CONTACT

Name: TOM CHI

Title: Projects Manager - Smart Cities

Address: 1008 E. Miller St., Springfield IL 62702

Phone: 217-757-8520

TTY#:

Email Address: tom.chi@springfield.il.us

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Performance Measures			
Building Retrofits by Sector- Public Water Supply			
Number of Buildings Retrofitted	4		
Square Footage (ft2) of Buildings Retrofitted	52,200 sq ft		
Energy & Water Saved- Public Water Supply			
Estimated Project Savings (\$/ Annually	\$22,300		
Estimated Project Savings (kWh of Electricity) Annually	188,400 kWh/year		
Estimated Project Savings (Therms of Natural Gas) Annually	0		
Estimated Project Savings (Gallons of Water) Annually	0		
Performance Standards			
All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement. The Grantee will be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services, and should generally be available to the Grantor for coordination and progress briefings over the performance period.			
The Grantee will be required to secure any necessary permits prior to the implementation of projects related to funding under this Agreement and is expected to perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of the Agreement.			

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by proving written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.	
Audit	
Conditions:	
Requires desk review of the status of implementation of corrective actions.	
Corrective Action:	
Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.	

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
REPORTING

23.1. Grantee shall file a Quarterly Periodic Financial Report (PFR) and Periodic Performance Report (PPR) for quarters ending March 31, June 30, September 30, and December 31, with the Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first Periodic Financial Report (PFR) and Periodic Performance Report shall cover the reporting period after the effective date of the Agreement. a Quarterly reports must be submitted no later than calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit an annual Periodic Financial Report (PFR) for the period ending (Grantee's Fiscal Year End date). This report should include the Grantee's entire Fiscal Year expenditures for this award. Reports must be submitted no later than calendar days following the period covered by the report.

A Periodic Financial Report (PFR) and Periodic Performance Report (PPR) marked as "Final Report" must be submitted to Grantor days after the end date of the Agreement. Failure to submit the required PFR and PPR reports may cause a delay or suspension of funding.

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

1. State Reporting Requirements

a. Quarterly Narrative Performance Report (NPR) due no later than 15 calendar days following the period covered by the report, for quarters ending March 31, June 30, September 30, and December 31.

i. Updates and highlights associated with meeting the deliverables and/or milestones as outlined in Exhibit B.

ii. A description of any challenges and plans to overcome those challenges in the event where a milestone and/or deliverable is completed after the due date; deliverable not completed and due date has passed; or where the grantee anticipates the deliverables will not be completed by future due dates.

b. Final Narrative Project Report (NPR) due not later than 30 days after the end date of the project work has been completed or February 28, 2026, whichever is earlier. Requirements for report is outlined in Exhibit B.

2. Federal Reporting Requirements

a. Davis-Bacon Act (if applicable) Reports

i. Payroll reports submitted weekly through LCPTracker.

ii. Assurance report submitted semi-annually through LCPTracker.

b. Bipartisan Infrastructure Law (BIL) Supplemental Annual Data Report

See Federal Terms and Conditions

The Grantee may be required to complete additional reporting for National Environmental Policy Act (NEPA) and/or State and Federal Historic Preservation Act, based on project scope and U.S. DOE and State Historic Preservation Office (SHPO) determinations.

*As a requirement of the Davis-Bacon Act (DBA), award recipients must submit weekly, certified payrolls to the U.S. DOE. This ensures that employers are in compliance with the law by paying applicable workers the required prevailing wage and benefits on a weekly basis. U.S. DOE has contracted with LCPTracker, a third-party software application, to make this tracking and submission as accessible as possible. This software is free to use. More information can be found at the websites provided below:

U.S. DOE Weekly DBA Payroll Tracking with LCPTracker: <https://www.energy.gov/infrastructure/weekly-dba-payroll-tracking-lcptracker>

LCPTracker Guide for BIL Award Recipients: <https://www.energy.gov/sites/default/files/2024-05/BIL%20DBA%20Compliance%20Guide%20-%20External%20Guidance%20Final%20050124.pdf>

LCPTracker Login Page: <https://prod-cdn.lcptracker.net/login/login>

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:

See attached Federal Conditions

Bipartisan Infrastructure Law (BIL) Special Terms and Conditions

The Grantee ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy ("EERE"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Annual File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Master File
Attachment 6	NEPA Determination

The following are incorporated into this Award by reference:

- Applicable program regulations, including 10 CFR Part 420 – State Energy Program at <http://ecfr.gov>.
- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.ecfr.gov>.
- Public Law 117-58 Bipartisan Infrastructure Law (BIL)
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient's application/proposal as approved by EERE.

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

EEER will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Federal Involvement**A. Review Meetings**

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the technical milestones and deliverables stated in Attachment 1 to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award.
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award.
- Other subject matter specified by the DOE Technology Manager/Project Officer.

B. Project Meetings

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. Site Visits

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

D. EERE Access

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

Term 7. NEPA Requirements**A. Authorization**

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds.

For Recipients with a DOE executed Historic Preservation Programmatic Agreement (PA), DOE has determined that the "Bounded Categories" listed in the State Energy Program NEPA Determination (Attachment 6) are categorically excluded and require no further NEPA review, when the Recipient demonstrates the activities are compliant with the restrictions of the "Bounded Categories" and the NEPA logs are available to DOE upon request as well as submitted quarterly, per the Federal Assistance Reporting Checklist. The Recipient is thereby authorized to use Federal funds for the "Bounded Categories" listed in the SEP IJA Provision 40109 Administrative and Legal Requirements Document (SEP-IJAAALRD-2022) NEPA Determination, subject to the Recipient's compliance with paragraphs B. "Conditions" and C. "Future Modifications," and the restrictions listed in Attachment 6.

B. Conditions

Activities/projects not listed under "Bounded Categories" are subject to additional NEPA review and approval by DOE. For activities/projects requiring additional NEPA review, Recipients must complete the environmental questionnaire at <https://www.eere-dmcc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

1. This NEPA Determination only applies to activities funded by the SEP IJA Provision 40109 Administrative and Legal Requirements Document.
2. All activities must be documented (e.g., a NEPA log) to ensure compliance with the restrictions of the Bounded Categories. The documentation must be available for DOE review upon request.

3. Activities not listed under "Bounded Categories" including ground disturbing activities outside the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance), structural improvements to facilities, and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at <https://www.eere-dmcc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.
7. Most activities listed under "Bounded Categories" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Bounded Categories" must be followed.
8. Recipients are responsible for completing the online NEPA and Historic preservation training at <http://www.energy.gov/node/4816816> and contacting NEPA with any questions GONEPA@ee.doe.gov.
9. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

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C. Modifications and Activities not covered by the NEPA Determination

If the Recipient intends to undertake activities or projects that do not fall within the NEPA determination, those activities and projects are subject to additional NEPA review by DOE and are not authorized for Federal funding unless and until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or projects prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities and projects, and such costs may not be recognized as allowable cost match.

Term 8. Historic Preservation

A. Authorization

DOE must comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA) prior to authorizing the use of Federal funds. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. Recipients with a DOE-executed Programmatic Agreement (PA) must comply with the requirements identified in paragraph B. Conditions below.

B. Conditions

Recipients with a DOE executed PA for Historic Preservation:

(AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, and VI.)

Recipients with a DOE executed historic preservation Programmatic Agreement (PA) must adhere to all the Stipulations of their PA. All DOE executed PAs are available on the Weatherization and Intergovernmental Programs website:

<https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.

In addition to the Stipulations in their PAs, Recipients must notify DOE via GONEPA@ee.doe.gov whenever:

- Either the Recipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by DOE;
- There is a disagreement between an Applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification and evaluation of historic properties and/or the assessment of effects;

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- There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or
- There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c)

Term 9. Performance of Work in United States

- A. Requirement**
All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.
- B. Failure to Comply**
If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.
- C. Waiver for Work Outside the U.S.**
All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the following information:
- The rationale for performing the work outside the U.S.;
 - A description of the work proposed to be performed outside the U.S.;
 - Proposed budget of work to be performed; and
 - The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA or Program that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

Term 10. Foreign National Involvement

The Recipient and project participants (including subrecipients and contractors) who anticipate involving foreign nationals in the performance of an award, may be required to provide DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award.

Term 11. Reporting Requirements

- A. Requirements**
The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- B. Dissemination of Scientific and Technical Information**
Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link (E-Link) system. STI submitted under this Award will be disseminated via DOE's [OSTI.gov](https://www.osti.gov) website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the [DOE PAGES](https://www.doe.gov) website.
- C. Restrictions**
Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Term 12. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 13. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- **Acknowledgment:** "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the State Energy Program Award Number DE-EE0010070."
- **Full Legal Disclaimer:** "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 14. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 15. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

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Term 16. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 17. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 18. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

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Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) Items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 19. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 20. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 21. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 22. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Continuation Application and Funding

A. Continuation Application

A continuation application is a non-competitive application for an additional budget period and extended project period. The continuation application shall be submitted to EERE in accordance with the annual Announcement/Grant Guidance that is issued.

B. Continuation Funding

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's satisfactory progress towards meeting the objectives of the State Energy Program; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) the Recipient's submission of a continuation application; and (7) written approval of the continuation application by the Contracting Officer.

Term 25. Refund Obligation

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 26. Allowable Costs

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 27. Indirect Costs**A. Indirect Cost Allocation:**

The Recipient does not have an approved or current Negotiated Indirect Cost Rate Agreement (NICRA) and has submitted an indirect rate proposal as approval for indirect costs to be invoiced to the DOE under segregated billing rates. The approved indirect cost billing rate is 31.78% and shall be allocated to the base of direct salaries and wages including applicable divisional fringe benefits. An updated rate proposal is required if the Recipient requests to bill the DOE higher billing rates than those listed herein.

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B. Fringe Cost Allocation:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:**i. Modification to Indirect Cost Billing Rates**

EERE will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 28. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective

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date of the Award

Term 29. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 30. Payment Procedures

A. Method of Payment

Payment will be made by advances through the Department of Treasury's ASAP system.

B. Requesting Advances

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

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F. Supporting Documents for Agency Approval of Payments

DOE may require Agency pre-approval of payments. If the Agency approval requirement is in effect for the Recipient's Award, the ASAP system will indicate that Agency approval is required when the Recipient submits a request for payment.

The Recipient must notify the DOE Technical Project Officer and DOE Award Administrator identified on the Assistance Agreement that a payment request has been submitted.

The following items are required to be submitted to the DOE Technical Project Officer and DOE Award Administrator identified on the Assistance Agreement:

- Summary cost data, for the billing period and cumulative cost data, showing all categories listed in the SF-424A and identifying Federal, non-Federal, and total amounts.
- SF-270.
- If there are unauthorized phases and/or tasks for the current budget period in the NEPA Requirements term in these Special Terms and Conditions, a statement affirming that no invoiced costs are related to tasks or activities prohibited by the NEPA Requirements term.
- *Applicable to for-profit recipients and subrecipients* UCC filing proof for all equipment acquired with project funds (i.e., Federal share or Recipient share) and equipment offered as cost share.

The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

Term 31. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any

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failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to submit written notification via email (not in PAGE) to the Project Officer identified in the Assistance Agreement of any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

Upon receipt of adequate notification documentation by the Project Officer, the recipient is hereby authorized to transfer funds among direct cost categories for program activities consistent with their approved State/Annual Plan, without prior approval by the awarding agency.

Limitations on supplies and equipment as detailed in the respective year's SEP Grant Guidance still apply and are not waived under this provision.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Term 32. Carryover of Unobligated Balances

The Recipient is hereby authorized to carry over unobligated balances of Federal and non-Federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Contracting Officer. Should the Recipient wish to use carryover funds for activities that are not consistent with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE.

For purposes of this Award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the Recipient at the end of a budget period. The Recipient is advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

Subpart C. Miscellaneous Provisions

Term 33. Reporting Subawards and Executive Compensation

A. Reporting of first tier subawards

- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to an entity (see definitions in paragraph E. of this award term).

ii. *Where and when to report.*

1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrs.gov>.
2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)

- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives

- i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
 1. The total Federal funding authorized to date under this Award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 2. In the preceding fiscal year, the Recipient received:
 - a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards)
 3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:
1. As part of the Recipient's registration profile at <https://www.sam.gov>
 2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 1. In the subrecipient's preceding fiscal year, the subrecipient received:
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).
- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
 1. To the recipient.
 2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards; and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2 CFR Part 25:
 1. A Governmental organization, which is a State, local government, or Indian tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:
 1. Receives a subaward from the Recipient under this award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 1. Salary and bonus.
 2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement

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plans that do not discriminate in favor of executives and are available generally to all salaried employees.

4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Term 34. System for Award Management and Universal Identifier Requirements

- A. **Requirement for Registration in the System for Award Management (SAM)**
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.
- B. **Unique Entity Identifier (UEI)**
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.
If the Recipient is authorized to make subawards under this Award, the Recipient:
 - i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
 - ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

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C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 1. Receives a subaward from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward

Term 35. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 36. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 37. Recipient Integrity and Performance Matters**A. General Reporting Requirement**

If the total value of the Recipient's currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000, or

4. Any other criminal, civil, or administrative proceeding if:

- a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
- b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 38. Export Control

The U.S. government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." To ensure compliance with Export Controls, it is the Recipient's responsibility to determine when its project activities trigger Export Controls and to ensure compliance.

Certain information, technology or material under an award may be considered export-controlled items that cannot be released to any foreign entity (organization, company, or person) without a license. The Recipient, and any subrecipients, must take the appropriate steps to obtain any required licenses, monitor and control access to restricted information and material, and safeguard all controlled items to ensure compliance with Export Controls. Under no circumstances may any foreign entity (organizations, companies, or persons) receive access to an export-controlled item unless proper export procedures have been satisfied and such access is authorized pursuant to law or regulation.

The Recipient must immediately report to DOE any export control violations related to the project funded under this Award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.116, recipients and subrecipients are prohibited from obligating or expending project funds (federal funds and recipient cost share) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts.

The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/hotline>.

Additionally, the Recipient must be cognizant of the requirements of [2 CFR § 200.113](#)

[Mandatory disclosures](#), which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also [2 CFR part 190](#), [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#).) ([85 FR 49539](#), Aug. 13, 2020)

Term 41. Interim Conflict of Interest Policy for Financial Assistance Policy

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/bf-2022-17-department-energy-interim-conflict-interest-policy-requirements-financial>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each investigator who is planning to participate in, or is participating in, the project funded wholly or in part under the DOE financial assistance award.

Recipients must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities.

It is understood that non-Federal entities and individuals receiving DOE financial assistance awards will need sufficient time to come into full compliance with DOE's interim COI Policy. To provide some flexibility, EERE allows for a staggered implementation. Specifically, prior to award, the Recipient must ensure all investigators complete their significant financial disclosures; review the disclosures; determine whether a FCOI exists; develop and implement a management plan for FCOIs; and provide DOE with an initial FCOI report that includes any unmanaged/ unmanageable FCOIs.

To further ease the administrative burden, EERE established a model conflict of interest policy that WFO Recipients may adopt and implement. The Recipients has 180 days from the date of this Award to either adopt and implement the WFO model conflict of interest policy or ensure its existing conflict of interest policy aligns with the requirements of the WFO model COI policy. The WFO model COI Policy is available upon request from the Contracting Officer.

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 42. Recipient Notification of prospective BIL- specific requirements

The funding for this Award is made available under the BIL and is subject to the applicable requirements included in the BIL. Requirements for this Award are listed in the subsequent award terms, however the Recipient should be aware that additional terms and modifications may be included when the Award is modified with the incorporation of the Full Application. Additional terms that may be incorporated include, but are not limited to:

1. Publication of Information on the internet
2. Certification and Registration
3. Whistleblowers and False Claims

Term 43. Reporting Tracking and Segregation of Incurred Costs

BIL funds may be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL.

Term 44. Buy American Requirements for Infrastructure Projects

A. Definitions

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States:

- Roads, highways, and bridges;
- Public transportation;
- Dams, ports, harbors, and other maritime facilities;
- Intercity passenger and freight railroads;
- Freight and intermodal facilities;
- Airports;
- Water systems, including drinking water and wastewater systems;
- Electrical transmission facilities and systems;
- Utilities;
- Broadband infrastructure;
- Buildings and real property; and
- Facilities that generate, transport, and distribute energy.

Further, the "infrastructure" in question must either be publicly owned or serve a public function; privately owned infrastructure that is not open to the public, such as a personal residence, is not considered "infrastructure" for purposes of this requirement. In cases where the "public" nature of the infrastructure is unclear, the recipient is required to consult with the DOE Grants Officer who will render a determination.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Construction Materials includes an article, material, or supply—other than an item of primarily iron or steel, a manufactured product, cement and cementitious materials, aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is, or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber, or
- Drywall.

Domestic content procurement preference means and refers to the same thing as “Buy America Preference.”

B. Buy America Preference

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

C. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Preference requirements. Requests to waive the application of the Buy America Preference must be in writing. Waiver requests are subject to public comment periods of no less than 15 days, as well as review by the Office of Management and Budget.

Waivers must be based on one of the following justifications:

1. Applying the Buy America Preference would be inconsistent with the public interest (public interest);
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (Nonavailability); or

3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (Unreasonable Cost).

Requests to waive the Buy America Preference must include the following:

- Waiver type (Public Interest, Nonavailability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- A detailed justification as to how the non-domestic item(s) is/are essential to the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- Total estimated project cost, with estimated Federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated Federal share and recipient cost share breakdowns;
- A brief description of the project, its location, and the specific infrastructure involved;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, country(ies) of origin, and relevant PSC and NAICS codes for each;
- A justification statement—based on one of the applicable justifications outlined above—as to why the items in question cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.
DOE may request, and the recipient must provide, additional information for consideration of this waiver. The Agency’s final determination regarding approval or rejection of the waiver request may not be appealed.

Term 45. Davis Bacon Requirements

This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the Recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an Award funded directly by or assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

By accepting this Award, the Recipient acknowledges the DBA requirements for the Award and confirms that all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2000 on projects funded directly by or assisted in whole or in part by and through funding under the Award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doelbenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The U.S. Department of Labor ("DOL") offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Section A – Budget Summary (continued)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement 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. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)). **Note:** If this option is selected by the applicant, basic information is required for completion of this section. See bottom of Section-A Indirect Cost Information.

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be submitted to the State of Illinois' Indirect Cost Unit. **Note:** The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (C)(4)(i) & (200.66)). **Note:** (The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** See Notice of State Award for Restricted Rate Programs.

Section B – Budget Summary
NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(g). The total of "Non-State Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1-17 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Section A – Budget Summary
STATE OF ILLINOIS FUNDS

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions. If attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary
STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a breakdown by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under "Year 1". Eligible applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

Line 18: Show the total budget request for each fiscal year for which funding is requested.

All applicants must complete Section A and provide a breakdown by the applicable budget categories shown in lines 1-17.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

Section A (continued) Indirect Cost Information: (This information should be completed by the applicant's Business Office). If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.

B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.

C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Section C – Budget Worksheet & Narrative

(Attach separate sheets)

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project, year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.
3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.

Your budget should justify all expenses and be consistent with the program narrative.

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrable that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be as accurate as possible in estimating costs accurately.
- The budget should be broken down into as many categories as possible, which should be listed after the entire budget has been prepared.
- Each item of the budget should be in bullet form, listing budget items under major headings and subheadings.
- Each of the major components should be substantiated with a grand total at the end.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Illinois Environmental Protection Agency (IEPA)
City: Springfield, City Water, Light and Power
Notice of Funding Opportunity (NOFO) Number: 24-3312-01
Data Universal Number System (DUNS)/Unique Entity Identifier (UEI) Number: KZGLNKP52N5
Catalog of State Financial Assistance (CSFA) Number: 532-30-3312
CSFA Short Description: Public Water Supply Energy Efficiency Grant Program
Fiscal Year: FY25

Section A: State of Illinois Funds			Total Revenue
REVENUES			
State of Illinois Grant Requested		\$	54,000.00
Budget Expenditures Categories			Total Expenditures
1. Personnel (Salary and Wages)	OMB Uniform Guidance Federal Awards Reference 2 CFR 200 200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	8,680.00
5. Supplies	200.94	\$	
6. Contractual Services and Subwards	200.318 & 200.92	\$	45,320.00
7. Consultant (Professional Service)	200.459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	54,000.00
17. Total Indirect Costs	200.414	\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds		\$	54,000.00
MUST EQUAL REVENUE TOTALS ABOVE			

Instructions
found at end of
document.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Springfield, City Water, Light and Power
NOFO Number: 24-3312-01
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:
☐ 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. NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)
☐ 2. Our Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the indirect costs from the State of Illinois your organization must either:

- a. Negotiate an indirect cost rate with the State of Illinois' Indirect Cost Unit with guidance from your 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 for Restricted Rate Programs).
- 2a. Our Organization currently has a Negotiated 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 (2 CFR 200, Appendix IV(C)(2)(c)). NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)
☐ 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 three (3) months after the effective date of the State award (2 CFR 200 Appendix C)(2)(b)). The initial ICRP will be sent to the State of Illinois Indirect Cost Unit. Please, (check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)
☐ 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 change the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (C)(4)(i) and 200.88). [Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]
☐ 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(s), or
☐ Complies with other statutory policies.
The Restricted Indirect Cost Rate is: %
☒ 5. No reimbursement of indirect cost is being requested. (Please consult your program office regarding possible match requirements.)

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:



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Springfield, City Water, Light and Power
Fiscal Year: FY25
NORF Number: 24-3312-01

Section B: Non-State of Illinois Funds

REVENUES		Total Revenue	
Grant Match Requirement %:	10 (Agency to Populate)	\$	
b) Cash		\$	
c) Non-Cash		\$	
d) Other Funding and Contributions		\$	
Total Non-State Funds (lines b through d)		\$	
BUDGET EXPENDITURE CATEGORIES		Total Expenditures	
OMB Uniform Guidance		Federal Awards Reference 2 CFR 200	
1. Personnel (Salaries and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.424	\$	
4. Equipment	200.429	\$	
5. Supplies	200.94	\$	6,080.00
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	
8. Construction	200.465	\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.472	\$	
11. Telecommunications	200.472	\$	
12. Training and Education	200.413 (c)	\$	
13. Direct Administrative Costs		\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)	200.413	\$	6,080.00
16. Total Direct Costs (and lines 1-15)	200.414	\$	
17. Total Indirect Costs		\$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (lines 16 and 17)		\$	6,080.00
MUST EQUAL REVENUE TOTAL S ABOVE			

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Springfield, City Water, Light and Power
Fiscal Year: FY25
NORF Number: 24-3312-01
Data Universal Number System (DUNS)/UEI Number: KZGLNKP52N5
Catalog of State Financial Assistance (CSFA) Number: 532-30-3312
CSFA Short Description: Public Water Supply Energy Efficiency Grant Program

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 Name: Chief Accountant Title (Chief Financial Officer or equivalent): Neha Rao Printed Name (Chief Financial Officer or equivalent): Rao, Neha Signature (Chief Financial Officer or equivalent): June 11, 2024 Date of Execution (Chief Financial Officer):	City Water, Light & Power Institution/Organization Name: Chief Utility Engineer Title (Executive Director or equivalent): Doug Brown Printed Name (Executive Director or equivalent): Doug Brown Signature (Executive Director or equivalent): June 11, 2024 Date of Execution (Executive Director):
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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.

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
			%		Add
			%		Delete
			State Total		Add
			%		Delete
			Non-State Total		
			Total Fringe Benefits		

Fringe Benefits Narrative (State)

Fringe Benefits Narrative (Non-State) (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

3). Travel (2 CFR 200.479)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals to trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known, or if unknown, indicate location to be determined. Indicate source of Travel (Federal, State, or Illinois Travel Regulations, NOT to be requested in the travel category should be to still travel only. Travel for consultants should be shown in the consultant category along with the consultants' fees. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the Miscellaneous category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
					State Total		Add
							Delete
					Non-State Total		
					Total Travel		

Travel Narrative (State)

Travel Narrative (Non-State) (i.e. "Match" or "Other Funding")

2024-313

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

4. **Equipment (2 CFR 200.439)**
Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multi-year awards) and total (for equipment). Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. <https://www.fiscal.treasury.gov/irs/publications/p970101.html> for classification of equipment can be used. Applicants should attach a narrative describing the equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
Articulating Electric Manlift	1	\$2,810.00	\$2,810.00	Add Delete
Electric Scissor Lift Narrow	1	\$2,155.00	\$2,155.00	Add Delete
Scaffolding	1	\$3,715.00	\$3,715.00	Add Delete
State Total			\$8,680.00	Add Delete
Non-State Total				Add Delete
Total Equipment			\$8,680.00	

Equipment Narrative (State):
Articulating electric manlift will be used in areas on the exterior not accessible by ladders, the electric scissor lift narrow will be used in areas within the facilities that are not accessible by ladders, and the scaffolding will be used in areas not accessible by ladders or lifts.
Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

5. **Supplies (2 CFR 200.94)**
List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for compilation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
State Total				Add Delete
Non-State Total				Add Delete
Total Supplies				

Supplies Narrative (State):
Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

b). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be provided by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (see 2 CFR 200.86). NOTE: This budget category may include a variety of services, including but not limited to: professional services, equipment, supplies, materials, and other goods and services. Indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

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

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

Item	Contractual Services Cost	Add/Deductions
LED Lighting, Daylighting Control, Occupancy Sensor Installation	\$45,320.00	Add
		Delete
LED Lighting, Daylighting Control, Occupancy Sensor Installation	\$5,080.00	Add
		Delete
Non-State Total	\$5,080.00	
Total Contractual Services	\$51,400.00	

Contractual Services Narrative (State)

The purchase and installation of LED lighting to replace energy-intensive fluorescent and metal halide fixtures, wall packs, top post fixtures, sidewalk fixtures, and flag lamps. This switch not only promises significant reductions in energy use and both energy and maintenance costs, but also offers superior light quality, improving the working environment for all. To complement the LED upgrades, CMAA is installing advanced occupancy sensors in strategic locations throughout its facilities. These sensors ensure that energy is not wasted lighting unoccupied rooms, further enhancing the efficiency of our lighting system. The final component is the integration of daylight controls. This approach maximizes the use of natural resources and minimizes reliance on artificial lighting, resulting in even more additional energy savings.

Contractual Services Narrative (Non-State) (i.e. Match or Other Funding)
Match: The purchase and installation of LED lighting to replace energy-intensive fluorescent and metal halide fixtures, wall packs, top post fixtures, sidewalk fixtures, and flag lamps. This switch not only promises significant reductions in energy use and both energy and maintenance costs, but also offers superior light quality, improving the working environment for all. To complement the LED upgrades, CMAA is installing advanced occupancy sensors in strategic locations throughout its facilities. These

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

b). Contractual Services (2 CFR 200.318) & Subawards (200.92)

sensors ensure that energy is not wasted lighting unoccupied rooms. Further enhancing the efficiency of our lighting system. The final component is the integration of daylight controls. This approach maximizes the use of natural resources and minimizes reliance on artificial lighting, resulting in even more additional energy savings.

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)
Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant—
Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add Delete
State Total						
NON-State Total						Add Delete
Total Consultant Services (Fees)						
Consultant Services Narrative (State):						
Consultant Services Narrative (Non-State):						
Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Consultant Expenses Tips	Add/Delete Row
						Add Delete
State Total						
NON-State Total						Add Delete
Total Consultant Expenses						
Consultant Expenses Narrative (State):						
Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

8). Construction
Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add Delete
State Total			
NON-State Total			Add Delete
Total Construction			
Construction Narrative (State):			
Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")			



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

9) Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the project. For example, if the project is a multi-unit building, explain how the rental and utility expenses are allocated to each unit. For indirect costs, include the indirect costs to rent. NOTE: This budgetary line item is to be used for direct program rent and utilities; all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
State Total						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						
Occupancy - Rent and Utilities Narrative (State):						
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

10) Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful scientific devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add Delete
	State Total		Add Delete
			Add Delete
	Non-State Total		
Total Research and Development			
Research and Development Narrative (State):			
Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")			



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

11. Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunications costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add Delete
State Total						Add Delete
NON-State Total						Add Delete
Total Telecommunications						
Telecommunications Narrative (State):						
Telecommunications Narrative (Non-State) (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

12. Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add Delete
State Total						
NON-State Total						
Total Training and Education						
Training and Education Narrative (State):						
Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

13) **Direct Administrative Costs** (2 CFR 200.413 (c))
The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) **Salaries are explicitly included in the budget or have the prior written approval of the State awarding agency;** and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
State Total							Add Delete
NON-State Total							Add Delete
Total Direct Administrative Costs							
Direct Administrative Costs Narrative (State):							
Direct Administrative Costs Narrative (Non-State) (i.e. "Match" or "Other Funding")							



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

14) **Other or Miscellaneous Costs**
This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add Delete
State Total						Add Delete
NON-State Total						Add Delete
Total Other or Miscellaneous Costs						
Other or Miscellaneous Costs Narrative (State):						
Other or Miscellaneous Costs Narrative (Non-State) (i.e. "Match" or "Other Funding")						



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

19). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed or the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
State Total						Add Delete
NON-STATE Total						Add Delete
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State) (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item Delete Grant Exclusive Line Item



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

19). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
State Total				Add Delete
Non-State Total				Add Delete
Total Indirect Costs				

Indirect Costs Narrative (State):

Indirect Costs Narrative (Non-State):



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment	\$8,680.00		\$8,680.00
5. Supplies			
6. Contractual Services	\$45,320.00	\$6,080.00	\$51,400.00
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
	State Request		
	\$54,000.00	\$6,080.00	
	Non-State Amount		
TOTAL PROJECT COSTS			\$60,080.00

GOMBGA-TU-3002-IR-02-17

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only
Grantee: City of Springfield, City Water, Light and Power
Data Universal Number System (DUNS) Number: KZGLWK9P2N5
Catalog of State Financial Assistance (CSFA) Number: 532-30-3312
Fiscal Year(s): FY25
Notice of Funding Opportunity (NOFO) Number: 24-312-01
CSFA Short Description: Public Water Supply Energy Efficiency Grant Program

Initial Budget Request Amount: _____

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: \$54,000.00

Adena Rivas

Adena Rivas

Program Approval Name

Program Approval Signature

June 18, 2024

Max Paller

Max Paller

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

June 21, 2024

Budget Revision Approved: _____

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

5320.308 Revision of budget and program plans

(b) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards. If the awarding agency restricts the transfer of funds, it must specify the restriction in the Uniform Grant Acquisition Worksheet and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

GOMBGA-TU-3002-IR-02-17

Page 24 of 24

ORDINANCE FACT SHEET

DATE OF 1st READING: 08/20/24

OFFICE REQUESTING: Office of PUBLIC UTILITIES

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x2626

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

FISCAL IMPACT: -54,000.00

SUGGESTED TITLE: EXECUTION OF AN AGREEMENT / IEPA /ACCEPT, EXECUTE, AND SUPPLEMENTALLY APPROPRIATE GRANT /\$54,000.00 for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Illinois Environmental Protection Agency

VENDOR NO: _____

CONTRACT TERM: Through 3/31/26

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: Grant☐ 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	101	100		6005	CW77	-54,000.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	88	4342	2305	54,000.00
2						
3						
4						

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

Agreement 25-3312-PWS24103

STAFF ANALYSIS

Accepting, executing, & appropriating the Public Water Supply Energy Efficiency Grant Funding Opportunity CSFA 532-30-3312 from the Illinois Department of Environmental Protection Agency, \$54,000.

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR:

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF: _____

(Mayor's Signature)

GRM

Ramona Metzger 8/21/24

(Director of OBM)

The information supplied on this form is not confidential information.

2024-313

ORDINANCE FACT SHEET

DATE OF 1st READING: 08/20/24

OFFICE REQUESTING: Office of PUBLIC UTILITIES

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x2626

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

FISCAL IMPACT: -54,000.00

SUGGESTED TITLE: EXECUTION OF AN AGREEMENT / IEPA /ACCEPT, EXECUTE, AND SUPPLEMENTALLY APPROPRIATE GRANT /\$54,000.00 for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Illinois Environmental Protection Agency

VENDOR NO: _____

CONTRACT TERM: Through 3/31/26

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: Grant☐ 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	101	100		6005	CW77	-54,000.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	88	4342	2305	54,000.00
2						
3						
4						

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

Agreement 25-3312-PWS24103

STAFF ANALYSIS

Accepting, executing, & appropriating the Public Water Supply Energy Efficiency Grant Funding Opportunity CSFA 532-30-3312 from the Illinois Department of Environmental Protection Agency, \$54,000.

FUNDS CHECK BY: H. Cavanaugh, Rachel
Digitally signed by Cavanaugh, Rachel H.
Date: 2024.08.07 10:11:00 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown
Digitally signed by Doug Brown
Date: 2024.08.07 10:03:24 -05'00'

Date: _____

CITY PURCHASING AGENT: n/a

Date: _____

SIGN OFF: _____

(Mayor's Signature)

GBM

(signed on separate pg. - attached)

(Director of OBM)

The information supplied on this form is not confidential information.

2024-313

AN ORDINANCE APPROVING A TELECOMMUNICATIONS FIBER
CAPACITY LICENSE AGREEMENT WITH SPRINGFIELD CLINIC,
LLP FOR 1025 S. 6th STREET AND 3201 ROBBINS ROAD,
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 City has the ability to license fiber capacity through which no light is transmitted or retransmitted by the City, and

WHEREAS, Springfield Clinic, LLP ("Springfield Clinic") has requested Dark Fiber connecting their Springfield Clinic main campus facility located at 1025 S. 6th Street to their 3201 Robbins Road location, and

WHEREAS, for this service, Springfield Clinic will pay \$2,350.00 per month for the term of the contract over a five (5) year period, and

WHEREAS, Springfield Clinic may elect to terminate the agreement at any time without cause, provided that it pays the remaining monthly charges for the remainder of the five-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 Fiber Capacity License Agreement, a copy of which shall be on file with the City Clerk, between the City of Springfield and Springfield Clinic for Dark Fiber connecting their Springfield Clinic facility located at 1025 S. 6th Street to their 3201 Robbins Road location.

Section 2. Springfield Clinic shall pay the City of Springfield \$2,350.00 per month for an estimated revenue amount of \$141,000.00 over the five (5) year agreement.

Section 3. The Mayor and the City Clerk are hereby authorized and empowered to execute said Agreement with Springfield Clinic.

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

PASSED: _____, 2024

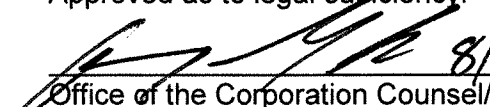
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:



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

8/13/24

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Springfield Clinic LLP
CONTRACT AMOUNT: -\$141,000.00 (over 5 yrs.)
TYPE OF AWARD: Telecommunications Agreement / Dark Fiber

PRIOR ORDINANCE INFORMATION:

Telecommunications agreement with Springfield Clinic, numerous - no prior ordinances involving the combination of these locations.

INFORMATION:

This Ordinance authorizes the City to license dark fiber capacity to Springfield Clinic, LLP ("Springfield Clinic") for a period of five years.

The Office of Public Utilities has constructed a fiber optic telecommunications system. The 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 computers in the local buildings. This technology allows for consolidating computers, servers, and required network equipment and enhancing the facilities' capabilities.

Springfield Clinic has requested a dark fiber connection from its 1025 S. 6th Street facility to its 3201 Robbins Road facility. For this service, Springfield Clinic will pay \$2,350.00 per month for the term of the five-year contract. This will be done by utilizing existing fiber and communication infrastructure.

Springfield Clinic may elect to terminate this agreement at any time without cause, provided that Springfield Clinic shall thereupon pay the remaining monthly charges for the remainder of the five-year contract term. After the initial term, this agreement will automatically be extended and continued every month until terminated by either party per this agreement. After the initial five-year term, either party may terminate the contract with 30 days' notice.

TELECOMMUNICATIONS FIBER CAPACITY LICENSE AGREEMENT

WHEREAS, the City of Springfield, Illinois (the "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, Illinois, and interexchange telecommunications services within Illinois (ILL.C.C.No.1), which tariff provides for "Contract Service", and

WHEREAS, Springfield Clinic, LLP, ("Customer") desires to license fiber capacity from the City, has requested Contract Service from the City for such licensing of fiber capacity and the City is willing to license fiber capacity to Customer on the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed to by the City and Customer as follows:

I. Scope of Agreement. On the terms and conditions herein, the City licenses (the "License") to Customer fiber optic strands to interconnect Customer's Building(s) or Facility(ies) to another for local exchange telecommunications as set forth in Exhibit A ("Licensed Fiber Capacity"). The City will provide and install the fiber cable, fiber installation hardware, fiber termination panels, and termination materials (together with the Licensed Fiber Capacity referred to as the "Equipment") at the Building. All of the Licensed Fiber Capacity will be provided by optical fiber through which no light is transmitted or retransmitted by the City. Customer may use the Licensed Fiber Capacity for its use only at the Facilities listed in Exhibit A, and may not re-license said capacity to any other person or entity or engage in the provision of any telecommunications services to any other person or entity from said Licensed Fiber Capacity, except its affiliates.

II. Installation Schedule. The City will provide the fiber optic connection to the Facilities listed in Section I within 120 days after the following: (a) approval by both parties of this Agreement; (b) access to the Facilities is available to the City, and (c) the City has procured all materials and permits necessary for the connection.

III. Costs. Customer shall pay an initial charge of \$0.00 for construction costs when billed by the City upon completion and then \$2,350.00 per month for the Licensed Fiber Capacity during the term of the Agreement for the sites listed in Exhibit A. If Customer requests in writing that the City change the number of strands, then Customer shall pay the standard charges as determined by the City at the time of the change. Customer may request in writing that the City add new locations, decrease existing locations or change the location of the sites on Exhibit A. The City's Office of Public Utilities may amend Exhibit A and this Agreement to reflect the change(s) it is agreeable to and adjust the pricing accordingly to reflect the standard charges as determined by the City at the time of the change(s), including any necessary installation charges. The City shall invoice Customer monthly for all charges and taxes to be collected. Customer shall pay the City all labor and material costs plus 20% for maintenance, defined as billable in Section IV.

IV. Operations and Maintenance Expenses. The City shall have the responsibility to maintain and repair the fiber optic cable, provided; however, that Customer shall reimburse the City for the monthly maintenance fees as defined in Section III above. Maintenance shall include, but shall not be limited to, the repair, testing, inspection, and replacement of the fiber optic cable, as requested by Customer. At no additional charge to Customer, the City shall test the fiber optic cable up to two times per year, at the request of Customer. Any additional tests requested in which the City finds no problem with the fiber or Equipment shall be at the expense of Customer based on the formula defined in Section III.

V. Term and Termination

A. Effective Date. This term of this Agreement shall take effect upon approval by the City Council and Customer. The payment of the monthly charges described in Section III shall commence, as of the first day of the calendar month which follows the calendar month when the City certifies to Customer that the installation of the equipment at the buildings has been completed.

B. Initial Term. The Initial Term of this Agreement shall remain in effect for five (5) 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 the licensed fiber capacity, or some like service,
- ii. Customer is ceasing operations at a facility, or relocating operations to a facility at a different location, or
- iii. City is violating terms of this Agreement.

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. Access to Property, Buildings, and Facilities. Upon mutual execution and delivery of this Agreement, Customer shall provide the City with access to the buildings for purposes of planning the installation. Throughout the term and upon reasonable notice under the circumstances, Customer shall provide access from time to time to the City and its agents and third-party contractors, employees, officers, lessees, and authorized vendors, in connection with the construction, installation, modification, operation, maintenance, repair, update, disconnection, replacement and removal of the installed fiber optic cable. Customer shall cooperate with the City to secure access for the City (at no charge) to the buildings and equipment, and space therein as necessary for the City to perform its obligations under this Agreement.

VII. Ownership and Use. All rights, titles, and interests in the Licensed Fiber Capacity and any Equipment to be installed by the City under this Agreement shall remain exclusively with the City, except for the rights to use the Licensed Fiber Capacity and Equipment as granted herein under the License to Customer.

VIII. Grant of Installation Rights. To the extent that this Agreement provides for the City to do any installation on the property of an owner other than Customer (such person or entity referred to as an "owner"), Customer will need to secure access for the City to the owner's property identified in Section I and any buildings on the property. Upon obtaining access to any third-party property, Customer shall be obligated to (i) provide the City with the documentation showing the terms and conditions of the access grant, and (ii) grant to the City, its agents, and third-party contractors the non-exclusive right to conduct such installation on such property, in the buildings, and on or within any like facilities or property of Customer to construct, install, modify, own, operate, maintain, repair, update, disconnect, replace and remove fiber optic cable, connection points, and related equipment described as equipment in the Agreement on the property owned by owner and on or within any property of Customer, as necessary for the City to provide the Licensed Fiber Capacity to Customer. The City shall have no obligation to perform an installation unless all necessary rights are granted by owner, Customer or any other party as the City deems necessary.

IX. Post Termination Rights. Upon expiration or termination of this Agreement, the City may remove the equipment under this Agreement, as applicable, within ninety (90) days of the effective date of such termination, at no expense or cost to Customer, provided the City repairs or is liable for the cost to repair any damage to the respective parties' property, resulting from any such removal. If the City

does not remove all of the equipment within the stated time, then the equipment not removed shall be deemed abandoned by the City and shall be deemed the exclusive property of the owner and/or Customer, with no further obligations from the City.

X. Notice of Damage. Each party shall use reasonable efforts to notify the other of any damage to the Equipment and/or fiber optic cable.

XI. General Conditions.

A. Force Majeure. Performance by either party shall be excused by an unforeseen occurrence beyond the reasonable control of the party which causes a delay resulting in 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 the 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 License provided under this Agreement is offered subject to the availability of the necessary facilities and/or equipment.

ii. The City reserves the right to terminate the License or cancel an application for service immediately without liability, upon written notice to Customer, when Customer and/or the end user is using the service in violation of the provisions of the City's tariff or in violation of the law, or any abuse of the system.

iii. The License provided herein may not be used for any unlawful purpose.

C. Limitation of Liability The City shall not be liable for, and Customer shall indemnify and hold the City harmless from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by Customer or by any other 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 Customer or any other property whether owned or controlled by Customer or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the City when such above said personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction arising out of mistakes, omissions, interruptions, delays, errors or defects in providing service. The preceding provisions of this subparagraph C, however, do not negate or supersede, to any extent, the City's obligation, as defined in Section IX, to repair the damages, if any, caused by the City's removal of the equipment.

D. Taxes. Customer will be billed for and shall be responsible for any applicable state, local, and federal taxes and franchise fees directly related to such service.

E. Cost of Collection. Customer is responsible for any and all costs incurred in the collection of monies due the City, including reasonable legal and accounting expenses.

F. Notices. Any requirement for a notice in writing under this Agreement may be met by facsimile transmission to 217-789-2136, with subsequent written confirmation or by mail to the General Manager of the Office of Public Utilities for City, MCE 4th Floor, 800 E. Monroe Street, Springfield, IL 62701 and to Customer at: Springfield Clinic, LLP, Attn: Chief Financial Officer, 1025 South Sixth Street, Springfield, IL 62703

CITY OF SPRINGFIELD, ILLINOIS

By: _____
Misty Buscher, Mayor *GBM*

Attest: _____
Frank Lesko, City Clerk

CUSTOMER

By: DocuSigned by:
Rolando Cabral
EC3C40F33223481...

Attest: DocuSigned by:
Manny Saini
A24750875010418...



Exhibit A

[illegible]

ORDINANCE FACT SHEET

DATE OF 1st READING: 08-20-24

CONTACT PERSON: Michelle Carlisle

OFFICE REQUESTING: Office of PUBLIC UTILITIES

PHONE NUMBER: x2626

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

FISCAL IMPACT: -141,000.00 over 5 yrs.

SUGGESTED TITLE: Approving agreement / vendor / locations / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Springfield Clinic LLP

VENDOR NO: _____

CONTRACT TERM: 5 years

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 n/a

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	102	100	8209	C141		capital charges
2	102	100	7682	CW79		monthly usage charges
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

Telecommunications Fiber Capacity License Agreement

STAFF ANALYSIS

Approving a 5 year Telecommunications Fiber Capacity License Agreement with Springfield Clinic, LLP for 1025 S. 6th street and 3201 Robbins Road.

FUNDS CHECK BY: Dakota Capranica

Digitally signed by Dakota
Capranica
Date: 2024.08.08 09:49:18 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.08.08 09:35:45 -05'00'

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2024-314

**AN ORDINANCE APPROVING THE VARIANCE REQUEST OF
SECTION 153.158(b)(2) PERTAINING TO ACCESS TO A PUBLIC
STREET FOR LIVING AT WESTGATE 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 developers of Living at Westgate have requested a variance of Section 153.158(b)(2) of the 1988 City of Springfield Code of Ordinances, as amended ("Land Subdivision Ordinance"), to allow shared access for lots 1 - 10 through private drives; and

WHEREAS, the Land Subdivision Committee and the Regional Planning Commission have reviewed the request and both recommend the variance be approved by the City Council; and

WHEREAS, the criteria for granting a variance of the Land Subdivision Ordinance are set forth at Section 153.201(c) of the Land Subdivision Ordinance as follows:

- (c) A variation from the requirements of this chapter may be granted if the planning commission finds that the subdivision substantially complies with the following requirements:
 - (1) The intent of the chapter is maintained;
 - (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
 - (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
 - (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
 - (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
 - (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

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

Section 1: (The City Clerk shall check the following based upon the outcome of the vote.)

- () The City Council agrees with the recommendations of the Land Subdivision Committee and the Regional Planning Commission. In addition, the City Council makes the following findings:

- (1) The intent of the chapter is maintained;
- (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
- (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
- (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
- (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
- (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

() That the City Council disagrees with the recommendations of the Land Subdivision Committee and the Regional Planning Commission, and finds that the requirements for a variance are not met.

Section 2: That the application for a variance of Section 153.158(b)(2) of the Springfield Subdivision Ordinance is: (The City Clerk shall check the following based upon the outcome of the vote.)

() Approved to allow shared access to a public street via private drives.

() Denied.

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

PASSED: _____, 2024

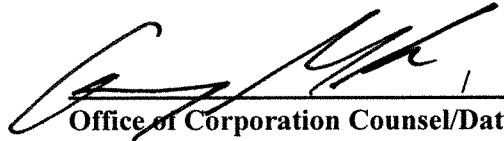
SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

 8/14/24
Office of Corporation Counsel/Date

Requested by: Mayor Buscher

Location: Ward 10



August 7, 2024

Mr. Frank Lesko
City Clerk
106 - Municipal Center West
Springfield, IL 62701

RE: Living at Westgate Site Development Plan and Variance of Section 153.158(b)(2)

Dear Mr. Lesko:

At its July 17, 2024 meeting, the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Site Development Plan and Variance. Transmitted herewith you will find the original and prints, all endorsed by the Executive Director of the Springfield-Sangamon County Regional Planning Commission as required by the City of Springfield Land Subdivision Ordinance.

Please place the above referenced Site Development Plan and Variance on the agenda of the City Council. Said plan shall remain pending on the agenda of the City Council and shall not be approved until the appropriate resolution has been prepared by the City Engineering Department.

Please feel free to call if you should have any questions.

Sincerely,

A handwritten signature in black ink, reading 'Molly Berns', is positioned below the 'Sincerely,' text.

Molly Berns
Executive Director

MB/JZ/EP/SR/st

Enc

CC: Tim Griffin
Dan Crouse
Greg Moredock
Westgate Springfield, LLC
Martin Engineering Company



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Molly Berns, Executive Director

A handwritten signature in black ink, appearing to be "MB", is written over the name "Molly Berns" in the "FROM:" line.

DATE: August 7, 2024

RE: Site Development Plan and Variance Recommendation – Living at Westgate

Enclosed is a summary of a Site Development Plan and Variance reviewed at the July 17, 2024 Springfield-Sangamon County Regional Planning Commission meeting. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this subdivision for your convenience.

The original and the required number of prints have been forwarded to the City Clerk for transmittal to the appropriate City departments. After the City Engineer receives any required documents, the plan will be referred to the City Council for action.

Please feel free to call if you should have any questions.

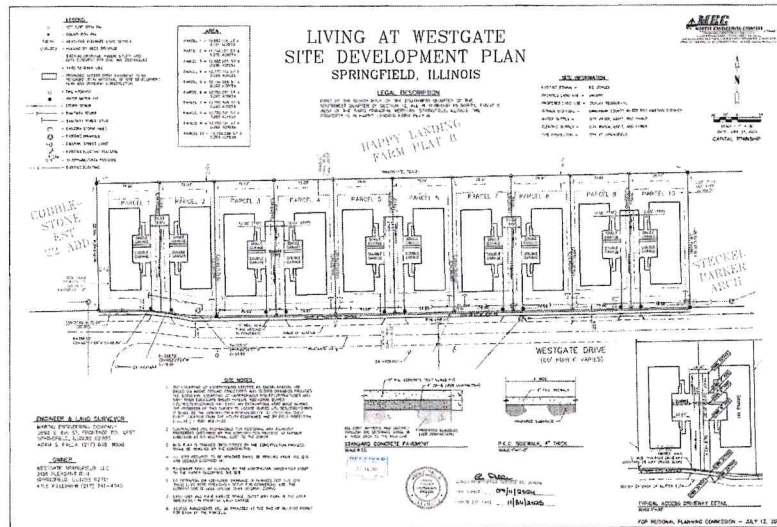
MB/JZ/EP/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Valera Yazell



PROJECT SUMMARY



Development: Living at Westgate - Site Development Plan and Variance of Section 153.158(b)(2)

Owner: Westgate Springfield, LLC Acres: 2.908

Engineer: Martin Engineering Company Lots: 10

Location: Pt. of the SW ¼ of Sec 12, T15N, R6W – Located West of Westgate Drive and Happy Landing Drive.

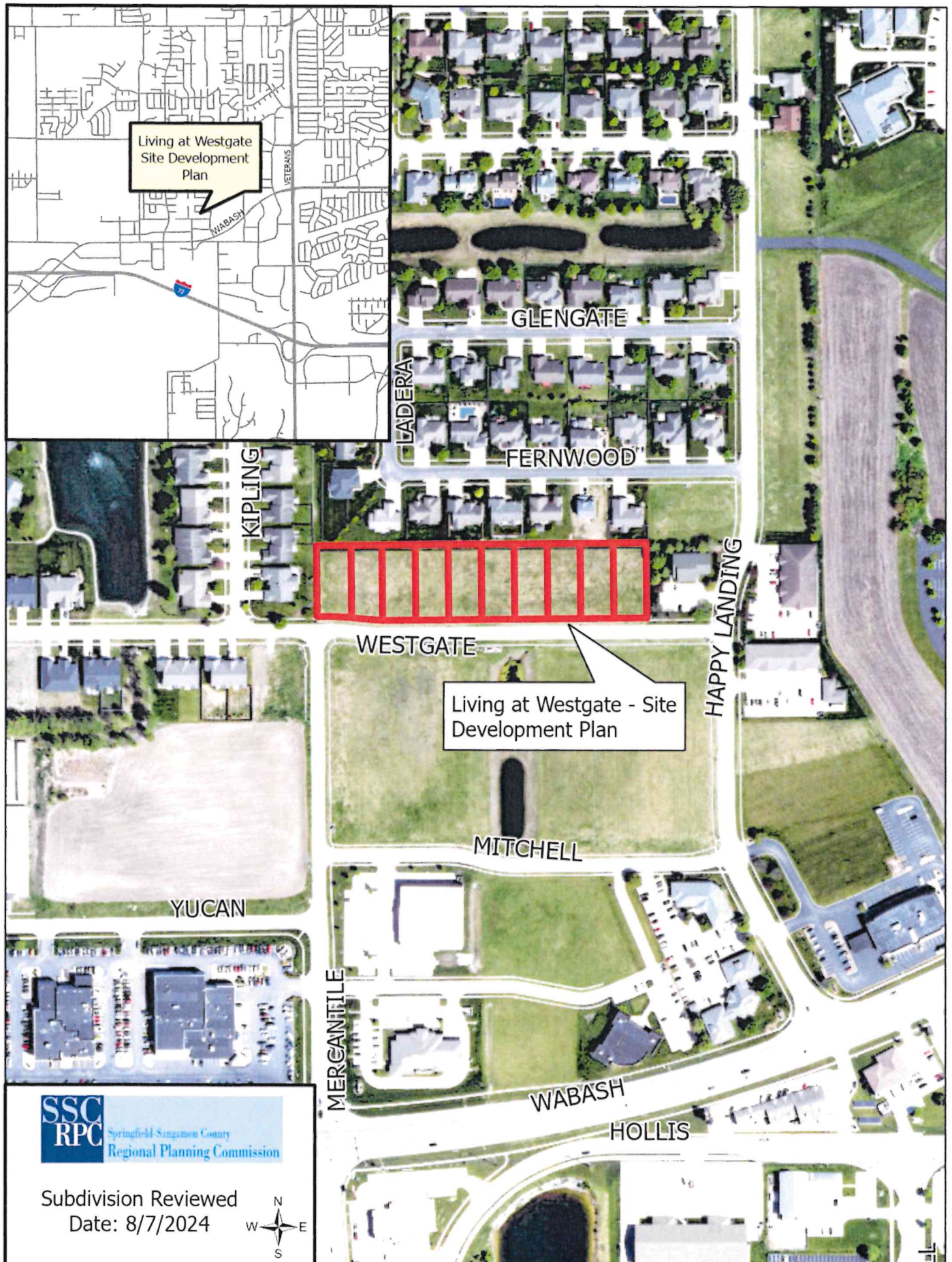
Corporate Limits: ☒ in ☐ out

Project description: The property is currently zoned R-2 and the developer would like to construct ten duplexes with five shared access easements to serve the development. The owner intends for the development to serve those 55 years and older. A site development plan is required when shared access easements are the only means of access to a proposed development. In addition, a variance of Section 153.158(b)(2) is required to be approved to allow access through an access easement.

Essential Services: Sewer: SCWRD Electric: CWLP
Water: CWLP Fire Protection: City of Springfield

Variances approved: Section 153.158(b)(2) to allow access through an access easement.

Recommendation: Approval



Subdivision Reviewed
Date: 8/7/2024



2024-315

- LEGEND**
- SET 5/8" IRON PIN
 - FOUND IRON PIN
 - MEASURED DISTANCE (THIS SURVEY)
 - RECORD OR DEED DISTANCE (100.00')
 - EXISTING DRAINAGE, PUBLIC UTILITY AND CITY EASEMENT PER DOC. NO. 2024-03-03
 - VARIED SETBACK LINE
 - PROPOSED ACCESS DRIVE, CONCERN TO BE PLANNED AND DRIVEWAY CONSTRUCTION
 - EXISTING HYDRANT
 - EXISTING FIRE HYDRANT
 - EXISTING WATER PIT
 - EXISTING STORM SEWER
 - EXISTING SANITARY SEWER
 - EXISTING STORM INLET
 - EXISTING MANHOLE
 - EXISTING STREET LIGHT
 - EXISTING ELECTRIC POSTAL
 - EXISTING TELEPHONE/CITY FIDELITY
 - EXISTING ELECTRIC

AREA
PARCEL 1 = 12,870.00 S.F. ±
PARCEL 2 = 11,748.227 S.F. ±
PARCEL 3 = 12,700.331 S.F. ±
PARCEL 4 = 12,700.331 S.F. ±
PARCEL 5 = 12,700.331 S.F. ±
PARCEL 6 = 12,700.331 S.F. ±
PARCEL 7 = 12,700.331 S.F. ±
PARCEL 8 = 12,700.331 S.F. ±
PARCEL 9 = 12,700.331 S.F. ±
PARCEL 10 = 12,700.331 S.F. ±

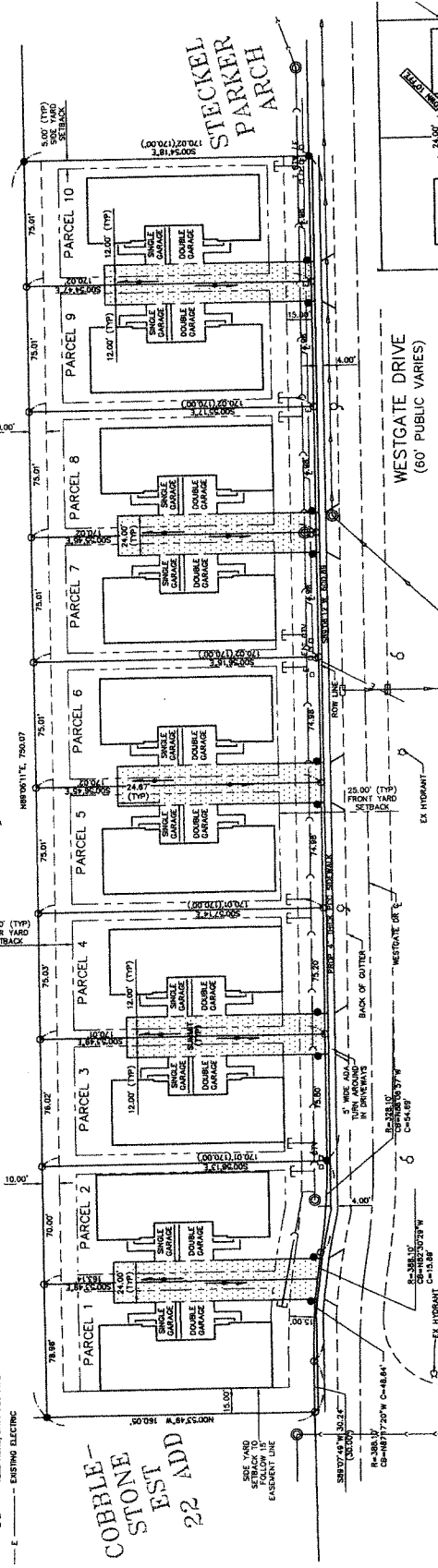
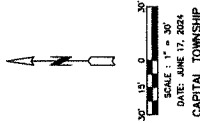
LEGAL DESCRIPTION

PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, ALL IN TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, SPRINGFIELD, ILLINOIS THE PROPERTY IS IN HAPPY LANDING FARM PLAT 8.

HAPPY LANDING FARM PLAT 8

SITE INFORMATION

EXISTING ZONING = RL, DUPLEX
PROPOSED LAND USE = DUPLEX RESIDENTIAL
SEWER DISPOSAL = SANGAMON COUNTY WATER RECLAMATION DISTRICT
WATER SUPPLY = CITY WATER, LIGHT, AND POWER
ELECTRIC SUPPLY = CITY WATER, LIGHT, AND POWER
FIRE PROTECTION = CITY OF SPRINGFIELD



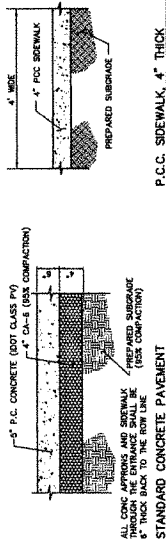
- SITE NOTES**
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE DEPTHS AND LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL UTILITIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASSESS THE DEPTHS AND LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. (CULLE) 1-800-892-0123
 - CONTRACTORS ARE RESPONSIBLE FOR RESTORING ANY ADJACENT PROPERTIES DAMAGED BY THE CONSTRUCTION PROCESS TO ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
 - ALL UTILITIES SHALL BE PROTECTED DURING THE CONSTRUCTION PROCESS. ALL UTILITIES SHALL BE REMOVED BY THE CONTRACTOR.
 - ALL DIRT REQUIRED TO BE REMOVED SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF.
 - ROADWAYS SHALL BE CLEANED BY THE CONTRACTOR IMMEDIATELY PRIOR TO THE OWNER OCCUPANCY OF THE SITE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL UTILITIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASSESS THE DEPTHS AND LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. (CULLE) 1-800-892-0123
 - EACH UNIT WILL HAVE GARAGE SPACE. GUEST MAY PARK IN THE AREA IMMEDIATELY IN FRONT OF EACH GARAGE.
 - ACCESS AND EGRESS SHALL BE MAINTAINED AT THE TIME OF BUILDING PERMIT FOR EACH OF THE PARCELS.

ENGINEER & LAND SURVEYOR

MARTIN ENGINEERING COMPANY
3695 S. 8th ST. FRONTAGE RD. WEST
SPRINGFIELD, ILLINOIS 62703
ADAM S. PALLIN (217) 698-9900

OWNER

WESTGATE SPRINGFIELD, LLC
3151 PLEASANT RUN
SPRINGFIELD, ILLINOIS 62711
KYLE KILLEBREW (217) 741-1040



TYPICAL ACCESS DRIVEWAY DETAIL
SCALE: 1\"/>

FOR REGIONAL PLANNING COMMISSION - JULY 12, 2024



DATE SIGNED: 07/11/2024
LICENSE EXP. DATE: 11/30/2025



MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERS/LAND SURVEYORS

3695 South 6th Street Frontage Road, Springfield, Illinois 62703

June 17, 2024

Springfield Sangamon County
Regional Planning Commission
200 South 9th Street
Springfield, Illinois 62701
Attn: Mr. Joe Zeibert

RE: Living at Westgate
Springfield, Illinois
MEC No. 23184

Dear Joe:

On behalf of the Subdivider of the above referenced project, I request a variance of Section 153.158(b)(2) to allow shared access drives to Westgate drive from multifamily duplex units.

Based on the requirements of Section 153.207...

1. THE INTENT OF THE CHAPTER IS MAINTAINED...

The driveways are 24' wide to allow a 12' lane in and out at all times to access the 4 units sharing the common driveway. Ultimately this reduces the amount of access points to Westgate drive for this development by half. An access easement will be platted over the driveway to give right of way and specify maintenance terms.

2. EXTRAORDINARY CIRCUMSTANCES OF TOPOGRAPHY, LAND OWNERSHIP, ADJACENT DEVELOPMENT OR OTHER CIRCUMSTANCES NOT PROVIDED FOR IN THE CHAPTER EXIST...

Originally these lots were platted 170' deep as commercial lots. To utilize the depth of the lot to the full extent, the multifamily units have been turned 90 degrees on the lot with 4 units facing inward to share 1 common access driveway. An alternative to filling the site would have been to build "shotgun" style duplexes that would not have fit the look and continuity of other structures in the area.

3. EXTRAORDINARY CIRCUMSTANCES WILL RESULT IN A HARDSHIP, NOT MERELY AN INCONVENIENCE...

If developed as traditional duplexes the lots would be oversized and maybe less attractive to buyers.

4. THE CIRCUMSTANCES UPON WHICH THE REQUEST FOR VARIANCE IS BASED ARE NOT COMMON TO MOST OTHER TRACTS OF LAND...

These lots were originally platted as commercial lots and are 170' deep. Typical duplex lots in this area are 140' deep. This plan is trying to maximize the full extent of the lot.

5. THE CIRCUMSTANCES UPON WHICH THE REQUEST FOR VARIANCE IS BASED ARE NOT THE RESULT OF THE SUBDIVIDER'S AFFIRMATIVE ACT OR FAILURE TO ACT...

These lots were previously platted as commercial lots at 170' deep and development has occurred on either end of the site at this time.

6. THE PURPOSE OF VARIATION IS NOT BASED EXCLUSIVELY ON THE DESIRE TO ELIMINATE DEVELOPMENT COSTS AT THE EXPENSE OF THE PUBLIC IMPROVEMENT STANDARDS AS OUTLINED IN THE CHAPTER...

The purpose of variation is based on the configuration of the existing parcels and the need to access the adjacent roadway.

Respectfully,

MARTIN ENGINEERING COMPANY



Adam S. Pallai
Vice-President

office: 217-698-8900

mecmail@martinengineeringco.com

Fax: 217-698-8922

2024-315

ORDINANCE FACT SHEET

DATE OF 1st READING: August 20, 2024OFFICE REQUESTING: Public WorksCONTACT PERSON: Daniel CrouseEMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: 789-2255

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE VARIANCE REQUEST OF SECTION 153.158(b)(2) PERTAINING TO ACCESS TO A PUBLIC STREET FOR LIVING AT WESTGATE FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☐ 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						

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

STAFF ANALYSIS

An ordinance approving the variance request for Section 153.158(b)(2) to allow for shared access through private drives for lots 1 - 10 via shared access easements. The Land Subdivision Committee and Springfield/Sangamon County Regional Planning Commission both recommend approval of the variance request. The subdivision is located on the north side of Westgate Drive and west of Happy Landing Drive.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: TW

CITY PURCHASING AGENT:

SIGN OFF: mu

(Mayor's Signature)

GEM

Date: _____

Date: 8/12/24

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2024-315

**AN ORDINANCE APPROVING THE SITE DEVELOPMENT PLAN FOR
LIVING AT WESTGATE, 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 Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission have reviewed the site development plan for Living at Westgate, as prepared by Martin Engineering Company of Springfield, Illinois; and

WHEREAS, all requirements of the 1988 City of Springfield Code of Ordinances, as amended, have been met; and

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission recommended the site development plan for Living at Westgate be approved by the City Council.

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

Section 1: That the site development plan for Living at Westgate is hereby accepted and approved by the City Council.

Section 2: That the Mayor is authorized to sign and the City Clerk to attest approval of said plat for and in the name of the City.

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

Requested by: Mayor Misty Buscher

Approved as to legal sufficiency:

Location: Ward 10

 8/14/24
Office of Corporation Counsel/Date

ORDINANCE FACT SHEET

DATE OF 1st READING: August 20, 2024OFFICE REQUESTING: Public WorksCONTACT PERSON: Daniel CrouseEMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: 789-2255

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE SITE DEVELOPMENT PLAN FOR LIVING AT WESTGATE FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☐ 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						

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

STAFF ANALYSIS

An ordinance approving the site development plan for Living At Westgate for the Office of Public Works. The subdivision is located on the north side of Westgate Drive and west of Happy Landing Drive.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: *North Bon*

CITY PURCHASING AGENT:

SIGN OFF: *[Signature]*

(Mayor's Signature)

GEM

Date: _____

Date: 8/12/2024

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2024-316

**A RESOLUTION FOR THE MUNICIPALITY UNDER THE ILLINOIS
HIGHWAY CODE, PERTAINING TO SPENDING MOTOR FUEL TAX FUNDS
ON THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT (MFT SECTION
#20-00491-00-BR) FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, the City anticipates using Motor Fuel Tax funds in the additional amount of \$354,748.00 for construction engineering for the Madison Street and Jefferson Street underpasses for the Springfield Rail Improvements Project, MFT Section #20-00491-00-BR; and

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

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

Section 1: That Improvement will be made to the Madison Street and Jefferson Street underpasses Streets under the Illinois Highway Code.

Section 2: That the Improvement are designated as MFT Section No. 20-00491-00-BR.

Section 3: That the City anticipates using \$354,748.00 for Construction Engineering Services for the improvement of said section from its allotment of Motor Fuel Tax Funds.

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

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

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel

8/14/24



Request for Expenditure/Authorization of Motor Fuel Tax Funds

Local Public Agency

Springfield

Type

City

County

Sangamon

Section Number

20-00491-00-BR

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses		n/a
Contract Construction		
Day Labor Construction		
Engineering	\$354,748.00	
Engineering Investigations		
IMRF/Social Security		n/a
Maintenance		
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
TOTAL	\$354,748.00	

Comments

Supplement #1 to CE agreement with Hanson Professional Services, Inc.

Local Public Agency Official Signature & Date

Title

Director of Public Works

Approved

Regional Engineer Signature & Date

Department of Transportation

Department of Transportation Use

Entered By

Date

Completed 08/09/24

Page 1 of 2

BLR 09150 (Rev. 07/07/22)

2024-317



2024-317



(SEAL, if required by the LPA)

**Resolution for Improvement
Under the Illinois Highway Code**

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-33
DATE OF 1ST READING: 8/20/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: MFT funding

FISCAL IMPACT:

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

SUGGESTED TITLE:

A SUPPLEMENTAL RESOLUTION FOR THE MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, PERTAINING TO SPENDING MOTOR FUEL TAX FUNDS ON THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT (MFT SECTION 20-00491-00-BR) FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: State of Illinois

VENDOR NO: 0STA4950

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

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid☒ Other: MFT fundingIs Purchasing Agent approval required? No ☐ Yes ☐☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☐ Yes ☐☐ Low Evaluated Bid

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This supplemental resolution notifies IDOT that the City is using \$354,748.00 from MFT funds to pay for construction engineering for the Madison & Jefferson Underpasses (Usable Segment III). This cost will be reimbursed by the Illinois Department of Transportation.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

8/12/24

SIExcelForms\24-33 Res. USIL Hanson CE Agmt 20-00491-00-BR Information supplied on this form is not confidential information.

Revised 5/26/04

2024-317

**AN ORDINANCE AUTHORIZING SUPPLEMENTAL RELOCATION
EXPENSES FOR THE ACQUISITION OF PROPERTY OCCUPYING PARCEL
SR0089, LOCATED AT 921 N. 10th STREET, IN THE AMOUNT OF \$1,133.08
RELATING TO USABLE SEGMENT 6B OF THE SPRINGFIELD RAIL
IMPROVEMENTS PROJECTS, 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, David Kettlekamp owns the property located on parcel SR0089, 921 N. 10th Street, in Sangamon County; and

WHEREAS, it is necessary to authorize supplemental relocation expenses for the occupants and personal property in the amount of \$1,133.08 in compliance with the federal Uniform Relocation Act for public purposes specifically associated with of the Springfield Rail Improvement Projects as summarized on Exhibit A attached hereto; and

WHEREAS, the relocation of parcel SR0089 located at 921 N. 10th Street, is for public purposes specifically associated with the Springfield Rail Improvement Project, Usable Segment 6B.

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

Section 1: That the City Council hereby approves supplemental relocation expenses for the occupants and personal property located on parcel SR0089, 921 N. 10th Street, in the amount of \$1,133.08, in compliance with the Federal Uniform Relocation Act for public purposes specifically associated with the Springfield Rail Improvements Projects as summarized on Exhibit A attached hereto.

Section 2: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment in an amount not to exceed \$1,133.08 to Hanson Professional Services Inc. (0HAN1501) for the occupants and personal property occupying parcel SR0089, 921 N. 10th Street from account number 041-110-GAST-STRS-2301.

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:

Requested by: Mayor Misty Buscher

 8/13/24
Office of Corporation Counsel / Date

**Transaction Summary
for
Supporting Ordinance Documentation / Supplemental Relocation
(921 N. 10th Street – Kettelkamp)**

Who we purchased the property from?

David Kettelkamp

Who purchased property?

The City of Springfield.

Reason for acquisition:

Springfield Rail Improvement Project Usable Segment 6B.

What was acquired?

6,100 square feet of land in fee.

How was it acquired (i.e. fee simple)?

Fee simple.

Source of funding:

City of Springfield

Appraisal amount:

\$74,000.00

Purchase price:

\$76,000.00

Closing Costs:

\$733.00.

Reason for purchase amount if above appraised value:

Administrative Documentation provided with previous ordinance (028-01-22).

Supplemental Relocation amount with estimate breakdown:

\$1,133.08. See attached supplemental relocation estimate.

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-34
DATE OF 1ST READING: 8/20/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 1,133.08

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING SUPPLEMENTAL RELOCATION EXPENSES FOR THE RELOCATION OF THE PERSONAL PROPERTY LOCATED ON PARCEL SR0089, 921 N. 10TH STREET, IN AMOUNT NOT TO EXCEED \$1,133.08.

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

supplemental relocation cost estimate

CONTRACTOR / VENDOR NAME: Hanson Professional Services Inc.

VENDOR NO: 0HAN1501

CONTRACT TERM: completion

CONTRACT #

Change in Scope

Yes ☐No ☒

CONTRACT AMOUNT: \$1,133.08

(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						

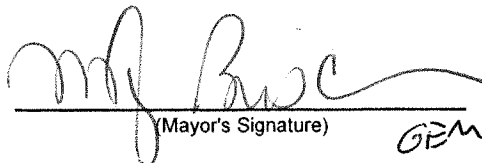
EXPENDITURE

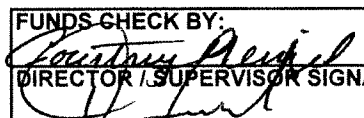
	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301	\$ 1,133.08
2						
3						
4						

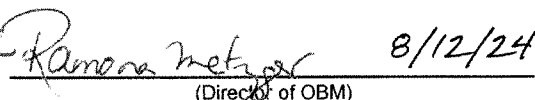
COMMENTS

This ordinance is for supplemental relocation expenses for the acquisition of property located at 921 N. 10th Street. The relocation assistance is required for public purposes, specifically associated with the Springfield Rail Improvements Projects, Usable Segment 6B. The relocation costs are in compliance with the Federal Uniform Relocation Act.

SIGN OFF:


(Mayor's Signature) GEM

FUNDS CHECK BY:  Date: 08-12-2024
DIRECTOR / SUPERVISOR SIGNATURE Date: 8/14/24
CITY PURCHASING AGENT:  Date: 8/12/24


(Director of OBM) 8/12/24

**AN ORDINANCE AUTHORIZING SUPPLEMENTAL RELOCATION
EXPENSES FOR THE ACQUISITION OF PROPERTY OCCUPYING PARCEL
SR0091, LOCATED AT 923 PHILLIPS STREET, IN THE AMOUNT OF
\$12,005.17 RELATING TO USABLE SEGMENT 6B OF THE SPRINGFIELD
RAIL IMPROVEMENTS PROJECTS, 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, David Kettlekamp owns the property located on parcel SR0091, 923 Phillips Street, in Sangamon County; and

WHEREAS, it is necessary to authorize supplemental relocation expenses for the occupants and personal property in the amount of \$12,005.17 in compliance with the federal Uniform Relocation Act for public purposes specifically associated with of the Springfield Rail Improvement Projects as summarized on Exhibit A attached hereto; and

WHEREAS, the relocation of parcel SR0091 located at 923 Phillips Street, is for public purposes specifically associated with the Springfield Rail Improvement Project, Usable Segment 6B.

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

Section 1: That the City Council hereby approves supplemental relocation expenses for the occupants and personal property located on parcel SR0091, 923 Phillips Street, in the amount of \$12,005.17, in compliance with the Federal Uniform Relocation Act for public purposes specifically associated with the Springfield Rail Improvements Projects as summarized on Exhibit A attached hereto.

Section 2: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment in an amount not to exceed \$12,005.17 to Hanson Professional Services Inc. (0HAN1501) for the occupants and personal property occupying parcel SR0091, 923 Phillips Street from account number 041-110-GAST-STRS-2301.

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

PASSED: _____, 2024

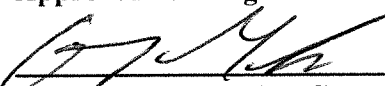
SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

 8/13/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

**Transaction Summary
for
Supporting Ordinance Documentation / Supplemental Relocation
(923 Phillips Street – Kettelkamp)**

Who we purchased the property from?

David Kettelkamp

Who purchased property?

The City of Springfield.

Reason for acquisition:

Springfield Rail Improvement Project Usable Segment 6B.

What was acquired?

6,160 square feet of land in fee.

How was it acquired (i.e. fee simple)?

Fee simple.

Source of funding:

City of Springfield

Appraisal amount:

\$69,000.00

Purchase price:

\$71,500.00

Closing Costs:

\$583.00.

Reason for purchase amount if above appraised value:

Administrative Documentation provided with previous ordinance (029-01-22).

Supplemental Relocation amount with estimate breakdown:

\$12,005.17. See attached supplemental relocation estimate.

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-35
DATE OF 1ST READING: 8/20/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 12,005.17

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING SUPPLEMENTAL RELOCATION EXPENSES FOR THE RELOCATION OF THE PERSONAL PROPERTY LOCATED ON PARCEL SR0091, 923 PHILLIPS STREET, IN AMOUNT NOT TO EXCEED \$12,005.17.

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

transaction summary

supplemental relocation cost estimate

CONTRACTOR / VENDOR NAME: Hanson Professional Services Inc.

VENDOR NO: 0HAN1501

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$12,005.17

(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	041	110	GAST	STRS	2301 \$ 12,005.17
2					
3					
4					

COMMENTS

This ordinance is for supplemental relocation expenses for the acquisition of property located at 923 Phillips Street. The relocation assistance is required for public purposes, specifically associated with the Springfield Rail Improvements Projects, Usable Segment 6B. The relocation costs are in compliance with the Federal Uniform Relocation Act.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE ACCEPTING THE LOWEST BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW25-05-15 WITH TRAFFIC CONTROL CORPORATION FOR VIDEO IMAGE VEHICLE TRACKING AND DETECTION SYSTEMS, IN AN AMOUNT NOT TO EXCEED \$206,250.00, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the Office of Public Works desires to purchase up to five video image vehicle tracking and detection systems and three wide-area video detection systems to be placed at existing signalized locations 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 bidder; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Traffic Control Corporation has submitted the lowest bid meeting specifications for installation of the video image vehicle detection system for the Office of Public Works, in an amount not to exceed \$206,250.00; 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. PW25-05-15; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to Traffic Control Corporation.

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 and authorizes execution of Contract No. PW25-05-15 with Traffic Control Corporation for installation of up to five video image vehicle detection system and three wide-area video detection systems for the Office of Public Works, in an amount not to exceed \$206,250.00.

Section 2: That the Office of Budget and Management is hereby authorized to pay Traffic Control Corporation (0TRA4927) an amount not to exceed \$206,250.00 from account number 095-110-WORK-INFR-1507 upon satisfactory performance of the contract.

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

PASSED: _____, 2024

SIGNED: _____, 2024

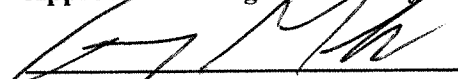
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 8/14/24
Office of Corporation Counsel / Date



Tabulation of Bids

Local Public Agency: City of Springfield
County: Sangamon
Contract Name: FY2025 Video Vehicle Detection Systems
Estimate: 0.00
Date: 6/6/2024
Time: 2:00 PM
Contract No.: PW25-05-15

Attested By:

Proposal Guarantees:

Terms:

Approved Engineer's Estimate

Name of Bidder		Traffic Control Corporation		Traffic Control Products		Cubic ITS, Inc.		Sentinel Technologies	
Address of Bidder		10435 Argonne Woods Dr Woodridge, IL 60517 wcc@tcc.com 314-779-9245		4565 Glenbrook Rd Willoughby, OH 44094 sales@trafficon.com 330-988-8460		522 Gillingham Ln Sugar Land, TX 77478 justin.copley@cubic.com 330-988-8460		3201 W White Oaks Dr Springfield, IL 62704 rfew@sentinel.com 217-471-5108	
Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	WIDE AREA VIDEO DETECTION SYSTEM COMPLETE	EA	3		121,500.00				
	Manufacturer:								
	Model No.:								
	Delivery:								
	Warranty:								
	Notes:								
2	VIDEO VEHICLE DETECTION SYSTEM COMPLETE	EA	5		84,750.00				
	Manufacturer:								
	Model No.:								
	Delivery:								
	Warranty:								
	Notes:								
Total Bid:				As Bids	121,500.00	As Detailed	84,750.00	As Local Preference	

The Department of Public Works recommends this contract be awarded to Traffic Control Corporation for Item 1 and Traffic Control Products for Item 2.

REVIEWED
COMMITTEE ON STANDARDIZATIONS
AND SPECIFICATIONS

JUL 09 2024

BY CHARMAN

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-32
DATE OF 1ST READING: 8-20-24

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255 x5227

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

TYPE OF ORDINANCE: low bid FISCAL IMPACT: \$206,250.00

(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. PW25-05-15 WITH TRAFFIC CONTROL CORPORATION AND TRAFFIC CONTROL PRODUCTS FOR VIDEO IMAGE VEHICLE TRACKING AND DETECTION SYSTEMS IN AN AMOUNT NOT TO EXCEED \$206,250 FOR THE OFFICE OF PUBLIC WORKS

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

Contract

CONTRACTOR / VENDOR NAME: Traffic Control Corporation

OTRA4927

VENDOR NO:

CONTRACT TERM: 1 year

CONTRACT # PW25-05-15

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$206,250.00

(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	095	110	WORK	INFR	1507	\$206,250.00
2						
3						
4						

COMMENTS

This Ordinance is for the purchase of up to 5 Video Image Vehicle Tracking and Detection Systems and 3 Wide-Area Video Detection System to be placed at existing signalized locations throughout the City.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE
AMOUNT OF \$217,500.00 FROM UNAPPROPRIATED FUND BALANCE TO
ACCOMMODATE THE REMAINING BALANCE DUE WITH CRAWFORD,
MURPHY & TILLY, INC. FOR THE DESIGN OF THE NEW STREETS AND
TRAFFIC FACILITY, 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 number 230-05-23 authorizing execution of a professional services agreement with Crawford, Murphy & Tilly, Inc., for the design of the new streets and traffic facility, landscape and compost facility, and salt dome, in an amount not to exceed \$1,250,000.00, for the Office of Public Works; and

WHEREAS, it was anticipated that \$500,000.00 would be expended in FY2024 and the remaining amount from FY2025; and

WHEREAS, only \$247,500.00 was billed and paid in FY2024, resulting in a larger amount needed in FY2025; and

WHEREAS, the Office of Public Works is requesting a supplemental appropriation in the amount of \$217,500.00 from unappropriated fund balance to accommodate the remaining balance due with Crawford, Murphy & Tilly, Inc. for the design of the new streets and traffic facility.

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

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$217,500.00 from unappropriated fund balance for the Office of Public Works to accommodate the remaining balance due with Crawford, Murphy & Tilly, Inc. for the design of the new streets and traffic facility.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation in the amount of \$217,500.00 from unappropriated fund balance into expenditure account number 001-110-WORK-STRS-2306.

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

Section 4: That this ordinance shall become effective from and after its passage, publication 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

Office of Corporation Counsel / Date

8/14/24

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

8/20/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER:

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

TYPE OF ORDINANCE: Supplemental Appropriation

FISCAL IMPACT: \$217,500.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$217,500.00 FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME:

VENDOR NO:

CONTRACT TERM:

CONTRACT #

Change in Scope

Yes ☐No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid☒ Other: Supplemental AppropriationIs Purchasing Agent approval required? No ☒ Yes ☐☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☐ Yes ☐☐ Low Evaluated Bid

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	110	WORK	STRS	2306	\$217,500.00
2						
3						
4						

Unappropriated Fund Balance

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

An ordinance authorizing a supplemental appropriation from unappropriated fund balance to accommodate the remaining balance due with CMT for the design of the new Streets and Traffic Facility. It was anticipated that \$500k would be expended in FY24 and the remaining amount from FY25 however only \$287,500 was billed and paid in FY24 resulting in a larger amount needed in FY25.

SIGN OFF:

S:\Excel\Forms\Supp App for Derecho Storm & Grave Maintenance Information supplied on this form is not confidential information.

Revised 5/26/04

2024-321

AN ORDINANCE SUPPLEMENTING AN AGREEMENT WITH HANSON PROFESSIONAL SERVICES INC. TO PERFORM CONSTRUCTION OBSERVATION SERVICES FOR USABLE SEGMENT III OF THE SPRINGFIELD RAIL IMPROVEMENTS 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 City Council previously passed ordinance 503-12-21 with Hanson Professional Services, Inc. for construction engineering services for usable segment III of the Springfield Rail Improvements Project for an amount not to exceed \$1,800,000.00; and

WHEREAS, it is necessary to authorize an additional payment of \$354,748.00 for supplement no. 1 for a total not to exceed \$2,154,748.00; and

WHEREAS, the City shall be reimbursed by Illinois Department of Transportation ("IDOT"); and

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

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

Section 1: That the City Council hereby approves supplement no. 1 to the agreement with Hanson Professional Services, Inc. to perform construction observational services for usable segment III of the Springfield Rail Improvements Project and authorizes payment of \$354,748.00 to Hanson Professional Services, Inc. for a total not to exceed \$2,154,748.00. 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 make payment to Hanson Professional Services, Inc. (0HAN1501) in the amount of \$354,748.00 from account number 041-110-GAST-STRS-2306 upon satisfactory performance of the agreement.

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

PASSED: _____, 2024

SIGNED: _____, 2024

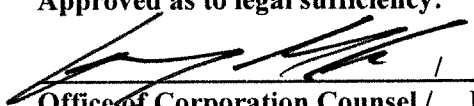
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 8/14/24
Office of Corporation Counsel / Date



Illinois Department
of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No Agreement For **Federal CE** Agreement Type **Supplement** Number **1**

LOCAL PUBLIC AGENCY

Local Public Agency **Springfield** County **Sangamon** Section Number **20-00491-00-BR** Job Number **C-96-005-21**
Project Number **8UQF(680)** Contact Name **Nathan Bottom** Phone Number **(217) 789-2255** Email **nathan.bottom@springfield.il.us**

SECTION PROVISIONS

Local Street/Road Name **Jefferson Street** Key Route **FAP67A** Length **0.01** Structure Number **084-9970, 084-9971**
Location Termini **Jefferson St Station 896+35.11 to 903+63.55** Add Location Remove Location

SECTION PROVISIONS

Local Street/Road Name **Madison Street** Key Route **FAP 67** Length **0.01** Structure Number **084-9968, 084-9969**
Location Termini **Madison St Station 296+32.81 to 303+64.32** Add Location Remove Location

Project Description
Construction of at-grade crossings at Washington Street and Capitol Avenue, pedestrian crossing at Monroe Street, and underpasses at Madison Street and Jefferson Street.

Engineering Funding ☐ Federal ☐ MFT/TBP ☐ State ☒ Other **GCPF, Local (Grant)**
Anticipated Construction Funding ☐ Federal ☐ MFT/TBP ☐ State ☒ Other **GCPF, Local (Grant)**

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name **Hanson Professional Services Inc.** Contact Name **Michael Mendenhall** Phone Number **(217) 788-2450** Email **mmendenhall@hanson-inc.com**
Address **1525 S. 6th Street** City **Springfield** State **IL** Zip Code **62703**

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

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

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

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

AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☒ Exhibit E: Cost Estimate of Consultive Services
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials, "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☒ Specific Rate _____ (Maximum Fee \$450,000) (For Federal Projects this is limited to testing services only)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

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

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highway Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

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

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

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

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

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

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

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

(a) Publishing a statement:

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

(b) Establishing a drug free awareness program to inform employees about:

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

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hanson Professional Services Inc.	370844717	\$1,642,555.00
Hanson Professional Services Inc. Supplement 1	370844717	\$223,395.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midwest Engineering and Testing	27-0764228	\$79,445.00
Intertek PSI	370962090	\$22,000.00
Fever River Research	300102173	\$56,000.00
Fever River Research Supplement 1	300102173	\$131,353.00
Subconsultant Total		\$288,798.00

Prime Consultant Total	\$1,865,950.00
Total for all work	\$2,154,748.00

AGREEMENT SIGNATURES

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)

Title

By (Signature & Date)

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	20-00491-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

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

Additional The Scope of Services added to existing services are as follows:

1. Utility Coordination Effort.
2. Madison and Jefferson Street Detour Route Simulation
3. Salvation Army Building bathroom and water main design
4. Phase III Archeology for sites within Usable Segment III
5. Additional Construction Observation adding three more months of effort

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	20-00491-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Construction of Usable Segment III, project documentation and closeout is anticipated to be completed by December 2024.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	20-00491-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

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

☐ Form Not Applicable (engineering services less than the threshold)

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

		No	Yes								
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐								
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐								
3	Was the scope of services for this project clearly defined?	☐	☐								
4	Was public notice given for this project?	☐	☐								
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐								
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐								
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐								
Project Criteria		Weighting									
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐								
Selection committee (titles) for this project											
<table border="1"> <thead> <tr> <th colspan="2">Top three consultants ranked for this project in order</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> </tr> </tbody> </table>				Top three consultants ranked for this project in order		1		2		3	
Top three consultants ranked for this project in order											
1											
2											
3											
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐								
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐								
11	Were acceptable costs for this project verified?	☐	☐								
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐								
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐								
14	QBS according to State requirements used?	☐	☒								
15	Existing relationship used in lieu of QBS process?	☒	☐								
16	LPA is a home rule community (Exempt from QBS).	☐	☒								



EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
FIXED RAISE

Local Public Agency City of Springfield	County Sangamon	Section Number 20-00491-00-PR
Consultant (Firm) Name Hanson Professional Services Inc.	Prepared By Michael Mendennall	Date 11/10/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM 6	MONTHS	OVERHEAD RATE 164.40%
START DATE 7/1/2024		COMPLEXITY FACTOR 0
RAISE DATE 1/1/2025		% OF RAISE 2.00%
END DATE 12/31/2024		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2024	12/31/2024	6	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
City of Springfield	Sangamon	20-00491-00-BR

ESTIMATE OF HOURS
Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

TASK	PRN	P.M	P.E	ENG	Jr-ENG	S.T	TECH	CLER	TOTAL
CONSTRUCTION OBSERVERS									
Assumptions:									
3 Working Months = 13 weeks									
45 hours per week per person during working months									
Total hours per person = (45)x(13) = 585 per person									
One Full Time Observer				585					585
One Full Time Observer									0
Project close out and final documentation				80	80				160
SUBTOTAL	0	0	0	665	80	0	0	0	745
	0%	0%	0%	89%	11%	0%	0%	0%	100%
OFFICE SUPPORT									
Shop Drawings - Bridge									0
Shop Drawings - Wall and Railings									0
Shop Drawings - Drainage Struct, Electric, Misc									0
Record Drawings									0
Engineer field visits and support 3 hours per week during working months									0
Utility Coordination									0
SUBTOTAL	0	0	0	0	0	0	0	0	0
	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
SURVEY									
Layout centerline control points									0
Set Bench Marks									0
Requested checks of contractor staking									0
Set CWLP utility locations									0
Earthwork cross section for quantities									0
SUBTOTAL	0	0	0	0	0	0	0	0	0
	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ADMINISTRATIVE MANAGEMENT									
Administrative set up									0
Invoices and billing									0
Scope of work reviews									0
Progress and schedule control									0
Internal coordination meetings									0
Contract administration									0
SUBTOTAL	0	0	0	0	0	0	0	0	0
	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
RAISE GRANT DOCUMENTATION									
Detailed Work Plan									0
Project Management Plan									0
Develop tracking spreadsheets									0
Quarterly FRA Progress Reports									0
Annual Budget Review and Program Plan									0
Closesout Report									0
Pre-project Performance Reporting									0
Project Outcomes Report									0
Monthly FRA progress reports									0
Monthly progress conference calls									0
Grant budget amendments									0
DBE Plan									0
Invoice preparation									0

Invoice Preparation IDOT Land Acquisition	0
Annual FRA Site Inspection/Checklists	0
Railroad IDOT Agreement amendments	0
Monthly Invoice and Payment tracking	0
SUBTOTAL	0
	#DIV 0!

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE 164.40%

COMPLEXITY FACTOR	0
MULTIPLIER (FIELD)	2.80
MULTIPLIER (OFFICE)	3.00

TASK	STAFF HOURS	PAYROLL	OVERHEAD, FRINGE BENEFITS & PROFIT	DIRECT COSTS	SERVICES BY OTHERS	TOTAL EFFORT REMAINING	% OF EFFORT REMAINING	COST TO DATE (7/1/24)	TOTAL REMAINING EFFORT PLUS COST TO DATE
Construction Observation	745	31,785	57,212			88,997	100.00%		88997
Utility Coordination								98'148	98'148
Detour Simulation								18500	18500
Salvation Army Building Coordination								17750	17750
Fever River Research								131353	131353
TOTALS	745	31,785	57,212	0	0	88,997	100.00%	265751	354748

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Construction Observation			Utility Coordination			#REF!			#REF!			#REF!		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00	0			0			0			0			0			0		
Project Manager	75.29	0			0			0			0			0			0		
Project Engineer	61.39	0			0			0			0			0			0		
Engineer	43.51	665	89.26%	38.84	665	89.26%	38.84	0			0			0			0		
Junior Engineer	35.63	80	10.74%	3.83	80	10.74%	3.83	0			0			0			0		
Senior Technician	51.10	0			0			0			0			0			0		
Technician	33.22	0			0			0			0			0			0		
Party Chief	51.10	0			0			0			0			0			0		
Instrument Man	33.22	0			0			0			0			0			0		
Aide	16.00	0			0			0			0			0			0		
Fiscal Manager	63.26	0			0			0			0			0			0		
Computer Program	63.26	0			0			0			0			0			0		
Clerical	37.18	0			0			0			0			0			0		
TOTALS		745	100%	\$42.66	745	100.00%	\$42.66	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-31
DATE OF 1ST READING: 8/21/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: (217) 789-2255

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

TYPE OF ORDINANCE: Professional Services

FISCAL IMPACT: \$ 354,748.00

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

SUGGESTED TITLE:

AN ORDINANCE SUPPLEMENTING AN AGREEMENT WITH HANSON PROFESSIONAL SERVICES INC. TO PERFORM CONSTRUCTION OBSERVATION SERVICES FOR USABLE SEGMENT III OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT.

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

Agreement

CONTRACTOR / VENDOR NAME: Hanson Professional Services Inc.

VENDOR NO: 0HAN1501

CONTRACT TERM: CONTRACT #

Change in Scope Yes ☒ No ☐

CONTRACT AMOUNT: \$1,800,000.00

1

\$354,748.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

503-12-21

☐ Low Bid☒ Other: professional servicesIs Purchasing Agent approval required? No ☒ Yes ☐☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☒ Yes ☐☐ Low Evaluated Bid

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2306 \$ 354,748.00
2					
3					
4					

COMMENTS

This is supplement #1 to an agreement for Hanson Professional Services Inc. to perform construction observation services for Usable Segment III of the Springfield Rail Improvements Project. The supplement will be fully reimbursed by IDOT.

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

SIGN OFF:

(Mayor's Signature)

(Director of O&M)

8/12/24

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "E" LIQUOR LICENSES BY ONE FOR FEAST BUFFET ANF FUNKIDDO LLC D/B/A FEAST BUFFET AND FUNKIDDO LOCATED AT 3125 S. MACARTHUR BOULEVARD

WHEREAS, Feast Buffet and Funkiddo LLC has applied for a Class "E" liquor license for the business known as Feast Buffet and Funkiddo located at 3125 S. MacArthur Boulevard; and

WHEREAS, all phases of the application process have been met; and

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

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

Section 1: That the City Council hereby approves an increase in the number of Class "E" liquor licenses by one for Feast Buffet and Funkiddo LLC d/b/a Feast Buffet and Funkiddo located at 3125 S. MacArthur Boulevard.

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

PASSED: _____, 2024

SIGNED: _____, 2024

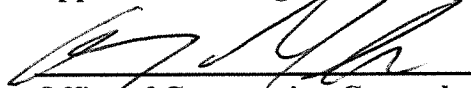
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Requested By:
Mayor Misty Buscher

Approved as to legal sufficiency:

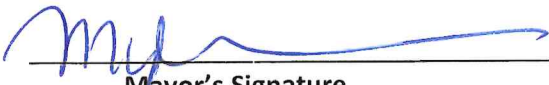
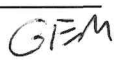
 8/14/24
Office of Corporation Counsel

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
8/20/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Feast Buffet and Funkiddo LLC, d/b/a Feast Buffet and Funkiddo		
LOCATION:	3125 S MacArthur Blvd		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New restaurant		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	1:00 a.m.
	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	1:00 a.m.
I	E	In conjunction with restaurant - beer and wine only	1:00 a.m.
	F	Nightclub with packaged sales	3:00 a.m.
	F1	Nightclub - NO packaged sales	3:00 a.m.
	G	Clubs - NO packaged sales	1:00 a.m.
	H	Convention Center - NO packaged sales	1:00 a.m.
	I	Rental Halls - NO packaged sales	1:00 a.m.
	J	Golf Course / Club House - with packaged sales	1:00 a.m.
	K	Hotel - full service - with packaged sales	3:00 a.m.
	L	Hotel - limited service - NO packaged sales	1:00 a.m.
	M	Supper Club - NO packaged sales	3:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	1:00 a.m.
	Subclass 1	AA, A and G - on Saturday and Sunday mornings	3:00 a.m.
	Subclass 2	AA, A and G - on Friday, Saturday and Sunday mornings	3:00 a.m.

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

SIGN OFF:  _____
Mayor's Signature  _____ Date

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH AMERICAN LEGION POST #809 FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL LOCATED AT 1801 E. JACKSON 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 American Legion Post #809 consisting of one parcel located at 1801 E. Jackson Street, Springfield, Illinois 62703; 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 1801 E. Jackson Street, with American Legion Post #809, 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

 8/14/24
Office of Corporation Counsel / Date

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

COL. OTIS B. DUNCAN

American Legion

Mailing Address

1804 E. CAPITOL AVE

Michaelj-40160@yahoo.com

Daytime Phone Number

Email Address

217 816-7207

Resident of Springfield corporate limits? ☒ Yes ☐ No

VACANT LOT INFORMATION

Vacant Lot Address(es)

Vacant Lot Parcel Number(s)

1804 JACKSON STREET

1801 E JACKSON STR

SPRINGFIELD, IL 62703

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- ☐ Adjacent Homeowner ☐ Adjacent Landlord/Property Owner
☐ Property Owner near the vacant lot ☒ Neighborhood Association or other organization
☐ Other (specify): _____

Address of your property:

- ☒ Same as my mailing address (listed in the Applicant Contact Information section)
☐ Different from my mailing address: _____

Do you rent or own your home? ☐ Rent ☒ Own

Your property is a:

- ☐ Residence ☒ Organization ☐ Business ☐ Other (specify): _____

Describe the intended use for the vacant lot.

BBQ Area/Parking lot overflow

Do you expect to invest any money to improve the vacant lot? If so, please explain.

Yes, Paved Parking lot

About how much money would you expect to spend (if any): \$ 20,000

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

14-35.0-154-002

14-35-154-001 - 006

003 - 011

004- 009

005- 010

Do you owe delinquent property taxes?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Have you ever been cited for Housing Code Violations?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you have any debt owed to the City of Springfield?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500.00 per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

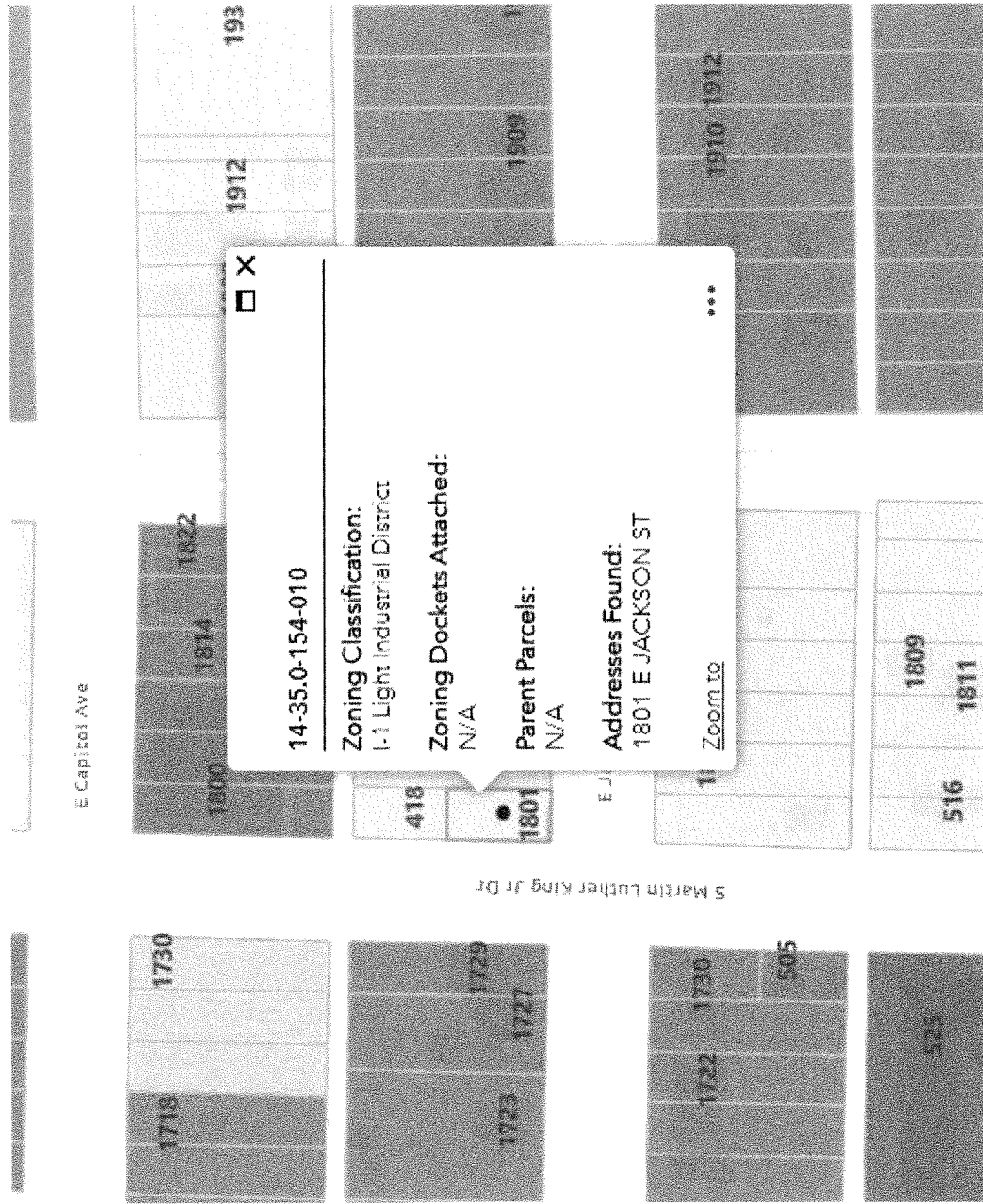
The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder	Signature	Date
Michael A. Tolbertson Commander		8/10/2023

2024-324

Exhibit A		Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
1		1	1801 E Jackson St Springfield, IL 62703	14-26-0-130-011	American Legion Post #809	\$500.00	The South 80 feet of Lot 9 in Block 19 of Mather & Wells Addition to the City of Springfield, Township of Capital, County of Sangamon, State of Illinois	I-1	CS19-29
Total						\$500			



✕

14-35.0-154-010

Zoning Classification:
I-1 Light Industrial District

Zoning Dockets Attached:
N/A

Parent Parcels:
N/A

Addresses Found:
1801 E JACKSON ST

Zoom to

...

ORDINANCE FACT SHEET

DATE OF 1st READING: 8.20.2024

OFFICE REQUESTING: OPED

CONTACT PERSON: MIKE LESKO

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

PHONE NUMBER: 217-789-2116 x2613

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP CS19-29 AND EXECUTION OF AGREEMENT WITH AMERICAN LEGION POST #809, FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL AT 1801 E JACKSON ST, (CONT. BELOW)

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: N/A

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: N/A

N/A

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ 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	001	107	BMGT	ACCT	0242	\$500
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

EXHIBIT A

VACANT LOT APPLICATION

STAFF ANALYSIS

FOR AN AMOUNT OF \$500.00 FOR THE OFFICE OF BUDGET AND MANAGMENT

This is for the sale of one vacant lot at 1801 E Jackson Springfield, IL 62703 to the American Legion Post #809

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR: Yazell, Valera

Digitally signed by Yazell, Valera
Date: 2024.08.09 10:28:37 -05'00'

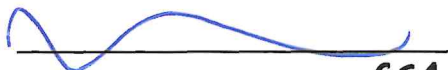
Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.08.09 11:20:23 -05'00'

Date: _____

SIGN OFF:



(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2024.08.09 12:44:50 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-324

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL
UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH
JAKE GALLAHER FOR SALE OF CITY-OWNED PROPERTY
CONSISTING OF ONE PARCEL LOCATED AT 903 N. 12TH 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 Jake Gallaher consisting of one parcel located at 903 N. 12th Street, Springfield, Illinois 62702; 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 903 N. 12th Street, with Jake Gallaher, 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:

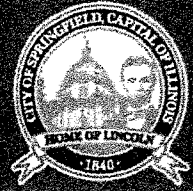
Requested by: Mayor Misty Buscher

 8/14/24

Office of Corporation Counsel / Date

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

Jack Gallaher

Mailing Address

817 N 12th St. Springfield IL 62702

Daytime Phone Number

217-720-1222

Email Address

cristinawurtzler@gmail.com

Resident of Springfield corporate limits? ☐ Yes ☐ No

VACANT LOT INFORMATION

Vacant Lot Address(es)

903 N 12th St. Spfld IL 62702

Vacant Lot Parcel Number(s)

016-01-17

SUR21-0063

2024-325

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- ☐ Adjacent Homeowner ☐ Adjacent Landlord/Property Owner
☒ Property Owner near the vacant lot ☐ Neighborhood Association or other organization
☐ Other (specify): _____

Address of your property:

- ☒ Same as my mailing address (listed in the Applicant Contact Information section)
☐ Different from my mailing address: _____

Do you rent or own your home? ☐ Rent ☒ Own

Your property is a:

- ☒ Residence ☐ Organization ☐ Business ☐ Other (specify): _____

Describe the intended use for the vacant lot.

Increase property line, fence in, more room for a garden

Do you expect to invest any money to improve the vacant lot? If so, please explain.

Just for fencing

About how much money would you expect to spend (if any): \$ 200

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

817 N 12th St. Spfld IL 62710

14-27.0-258-033

Lot 9 & 10 furniture factory park

half of Lot 9 & full Lot 10

Do you owe delinquent property taxes?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Have you ever been cited for Housing Code Violations?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you have any debt owed to the City of Springfield?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500.00 per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

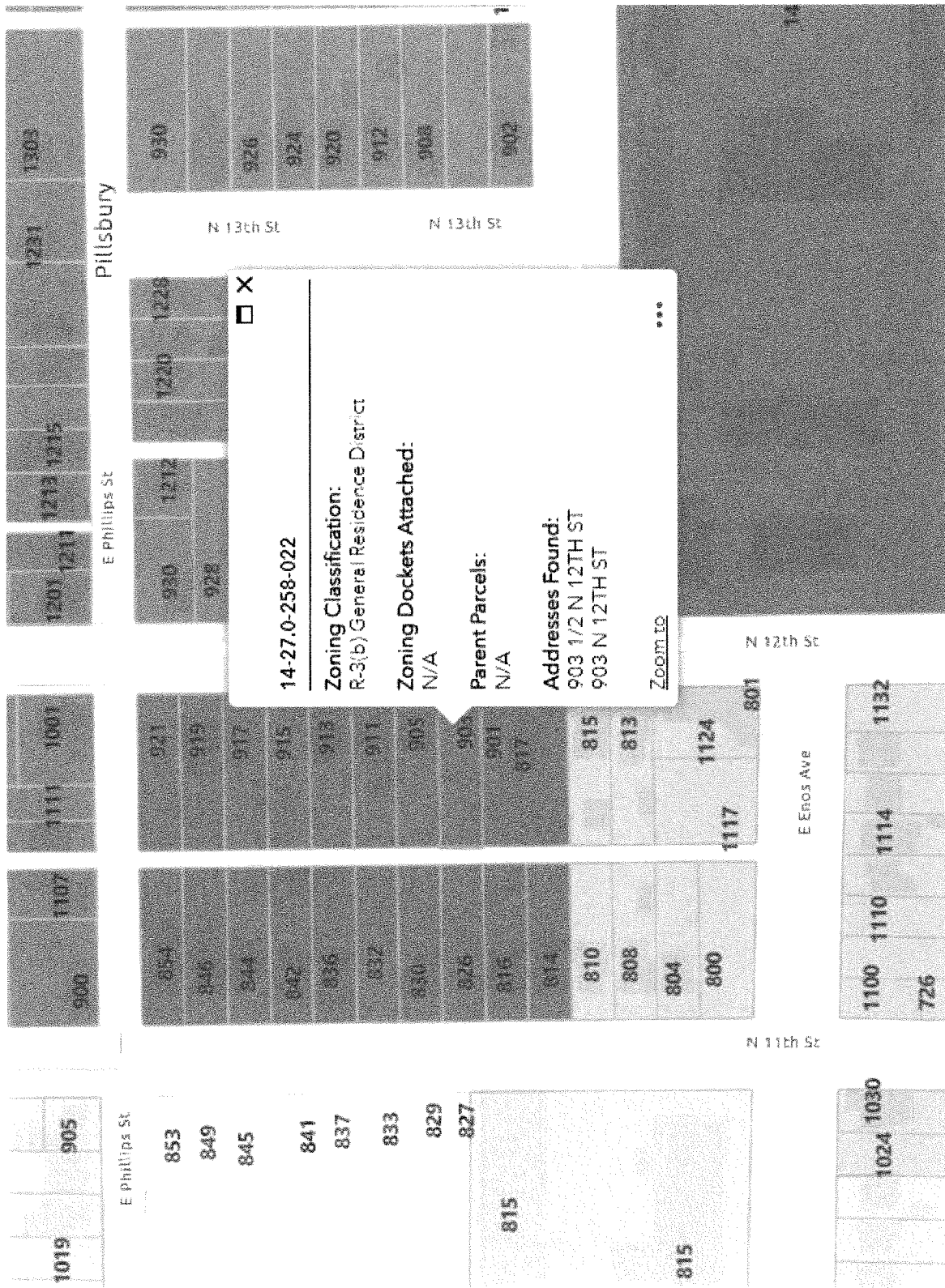
Signature

Date

Jack Gallaher Josh E. Mallon 8/18/23

Exhibit A

Parcel	Exhibit A Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
1	903 N 12th St, Springfield, IL 62702	220303176008	Nathaniel Woodson	\$500.00	Lot Eight (8) in Block Eight (8) of Furniture Factory Park Addition	R-2	CS19-29
				Total	\$500		



ORDINANCE FACT SHEET

DATE OF 1st READING: 8/20/2024

OFFICE REQUESTING: OPED

CONTACT PERSON: MIKE LESKO

PHONE NUMBER: 217-789-2116 x2613

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

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP CS19-29 AND EXECUTION OF AGREEMENTS WITH JAKE GALLAHER FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL LOCATED AT 903 N 12TH ST, (cont. below)

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: N/A

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: N/A

N/A

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☒ Other: RFP (CS19-29)☐ 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	001	107	BMGT	ACCT	0242	\$500
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

EXHIBIT A

VACANT LOT APPLICATION

STAFF ANALYSIS

FOR AN AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET AND MANAGMENT

This is for the sale of one vacant lot to the following individual, who is an adjacent property owner:
Jake Gallaher purchasing the lot at 903 N 12th ST Springfield, IL 62702

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR: Yazell, Valera

Digitally signed by Yazell, Valera
Date: 2024.08.09 10:29:07 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.08.09 11:21:47 -05'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)



Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2024.08.09 12:44:07 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-325

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH CHRISTINE SMITH FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL LOCATED AT 1030 S. COLLEGE 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 Christine Smith consisting of one parcel located at 1030 S. College Street, Springfield, Illinois 62704; 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 1030 S. College Street, with Christine Smith, 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

 8/14/24

Office of Corporation Counsel / Date

2024-326

Exhibit A		Property		Pin		Bidder		Offer Amt		Legal Description		Zoning		Surplus RFP	
Parcel															
1		1030 S College		14-33-0-477-014		Christine Smith		\$500.00		LOT 13, BLOCK 2 SHUTT AND STARNES ADDITION TO THE CITY OF SPRINGFIELD, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE COAL, MINERALS AND MINING RIGHTS HERETOFORE CONVEYED OF RECORD, SITUATED IN SANGAMON COUNTY, ILLINOIS		R-5(b)		CS19-29	

Vacant Lot Application Review

APPLICANT INFORMATION

Name of Applicant	Christine Smith
Telephone Number	217.597.1127
Property Address & Pin	1030 S College St
Purchase Offer	\$500
Intended Use of Property	Build a garage

TYPE OF APPLICANT

(NOTES/PROPERTY OWNED)

☒	Adjacent Home/Property Owner	
☐	Property Owner on the same street	
☐	Neighborhood Association or other organization	
☐	Other (specify) for purchase consideration	

VERIFICATIONS

(NOTES)

☒	Zoning and Intended Use Compliance	R-5(6)
☒	Current Property Owner Verification	Attached.
☒	Property Tax Verification	
☐	Housing Code Violation Verification	Zoning violation (2019) - Different owner
☒	City, Water, Light, and Power Debt Verification	Debt - \$417.66 PAID
☒	City of Springfield Treasurer's Debt Verification	clear - Attached.
☐	Business Plan	N/A
☐	Letter of Credit	N/A

EVALUATION CRITERIA

(POINTS)

Location/Affiliation of Bidder (max 50 points)	
Price (max 25 points)	
Use of Land (max 25 points)	
Total	

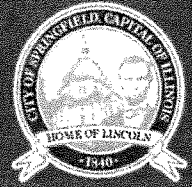
APPROVAL RECOMMENDATION

Purchasing	
OPED	Valeria Yaguel
Mayor	
City Council	

2024-326

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

Christine Smith

Mailing Address

1028 S College Springfield, IL 62704

Daytime Phone Number

Email Address

217-597-1127

Clsbossy@yahoo.com

Resident of Springfield corporate limits? ☒ Yes ☐ No

VACANT LOT INFORMATION

Vacant Lot Address(es)

Vacant Lot Parcel Number(s)

1030 S College Springfield, IL 62704

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- ☒ Adjacent Homeowner ☐ Adjacent Landlord/Property Owner
☒ Property Owner near the vacant lot ☐ Neighborhood Association or other organization
☐ Other (specify): _____

Address of your property:

- ☒ Same as my mailing address (listed in the Applicant Contact Information section)
☐ Different from my mailing address: _____

Do you rent or own your home? ☐ Rent ☒ Own

Your property is a:

- ☒ Residence ☐ Organization ☐ Business ☐ Other (specify): _____

Describe the intended use for the vacant lot.

To expand my property for the purpose of adding a garage.

Do you expect to invest any money to improve the vacant lot? If so, please explain.

I plan to eventually build a garage.

About how much money would you expect to spend (if any): \$ 0 _____

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

1028 Scollege

Do you owe delinquent property taxes?

☐ Yes ☐ No If yes, please explain why. ☐ I dont know

Have you ever been cited for Housing Code Violations?

☐ Yes ☐ No If yes, please explain why. ☐ I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

☐ Yes ☐ No If yes, please explain why. ☐ I dont know

Do you have any debt owed to the City of Springfield?

☐ Yes ☐ No If yes, please explain why. ☐ I dont know

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500.00 _____ per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Signature

Date

Christine Smith

Christine Smith

Digitally signed by Christine Smith
Date: 2024.05.06 10:50:29 -05'00'

5 Pasfield St

Figure 1

Figure 1

25 011 255 5

以地產(附屬)

14-33.0-A77-014

Zoning Classification:

[illegible]

Zoning Dockets Attached:

42

Parent Parcels:

1. *Handwritten signature*
 2. *Handwritten signature*
 3. *Handwritten signature*
 4. *Handwritten signature*

Addresses Found:

609-781-1000

Dr. de la

100

100

ORDINANCE FACT SHEET

DATE OF 1st READING: 8/20/2024

OFFICE REQUESTING: OPED

CONTACT PERSON: Mike Lesko

PHONE NUMBER: 217-789-2116, 2613

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

FISCAL IMPACT: N/A

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS19-29 AND EXECUTION OF AGREEMENT WITH CHRISTINE SMITH FOR SALE OF CITY OWNED PROPERTY CONSISTING OF ONE PARCEL LOACTED AT 1030 S COLLEGE ST IN THE AMOUNT OF \$500.00,

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: N/A

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: N/A

N/A

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: RFP (CS19-29)☐ Exception:

Code Provision:

Previous Ord #'s

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	001	107	BMGT	ACCT	0242	\$500
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

Exhibit A

Vacant Lot Applications

STAFF ANALYSIS

This is for the sale of 1 vacant lot to the following individual: Christine Smith, purchasing the lot at 1030 S College St, Springfield, IL 62704

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR: Yazell, Valera

Digitally signed by Yazell, Valera
Date: 2024.07.31 11:33:12 -05'00'

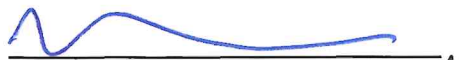
Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.08.01 10:10:58 -05'00'

Date: _____

SIGN OFF:


(Mayor's Signature)
(Director of DBM)

The information supplied on this form is not confidential information.

2024-326

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL
UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH
NATHANIEL WOODSON FOR SALE OF CITY-OWNED PROPERTY
CONSISTING OF ONE PARCEL LOCATED AT 1816 S. 8th 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 Nathaniel Woodson consisting of one parcel located at 1816 S. 8th Street, Springfield, Illinois 62703; 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 1816 S. 8th Street, with Nathaniel Woodson, 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

 8/14/24
Office of Corporation Counsel / Date

Vacant Lot Application Review

APPLICANT INFORMATION

Name of Applicant	Nathaniel Woodson
Telephone Number	217-670-3526
Property Address & Pin	1816 S 8 th St
Purchase Offer	\$500
Intended Use of Property	Parking (personal)

TYPE OF APPLICANT

(NOTES/PROPERTY OWNED)

☒	Adjacent Home/Property Owner	1830 S 8 th St.
☐	Property Owner on the same street	
☐	Neighborhood Association or other organization	
☐	Other (specify) for purchase consideration	

VERIFICATIONS

(NOTES)

☒	Current Property Owner Verification	
☒	Property Tax Verification	
☒	Housing Code Violation Verification	2 Enw. + 1 Zoning Code violation - all recent
☒	City, Water, Light, and Power Debt Verification	\$79.56 Debt
☒	City of Springfield Treasurer's Debt Verification	
☐	Business Plan	
☐	Letter of Credit	

OPEN

EVALUATION CRITERIA

(POINTS)

Location/Affiliation of Bidder (max 50 points)	
Price (max 25 points)	

CWLP Debt
Letter sent

APPROVAL RECOMMENDATION

Purchasing	
PEED	
Mayor	
City Council	

2024-327

Sai 217-789-2388 Ext 5242

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

NATHANIEL WOODSON

Mailing Address

1830 S 8TH STREET

Daytime Phone Number

Email Address

217 670 3526

NONE

Resident of Springfield corporate limits? ☒ Yes ☐ No

VACANT LOT INFORMATION

Vacant Lot Address(es)

Vacant Lot Parcel Number(s)

1816 S 8TH STREET

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- ☒ Adjacent Homeowner ☐ Adjacent Landlord/Property Owner
☒ Property Owner near the vacant lot ☐ Neighborhood Association or other organization
☐ Other (specify): _____

Address of your property:

- ☒ Same as my mailing address (listed in the Applicant Contact Information section)
☐ Different from my mailing address:

1830 S 8th Street

Do you rent or own your home? ☐ Rent ☒ Own

Your property is a:

- ☐ Residence ☐ Organization ☐ Business ☐ Other (specify): _____

Describe the intended use for the vacant lot.

Property Value
Park my Vehicle

Do you expect to invest any money to improve the vacant lot? If so, please explain.

Yes, keep clean
concent some of it

About how much money would you expect to spend (if any): \$ not for sure yet

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500.00 per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

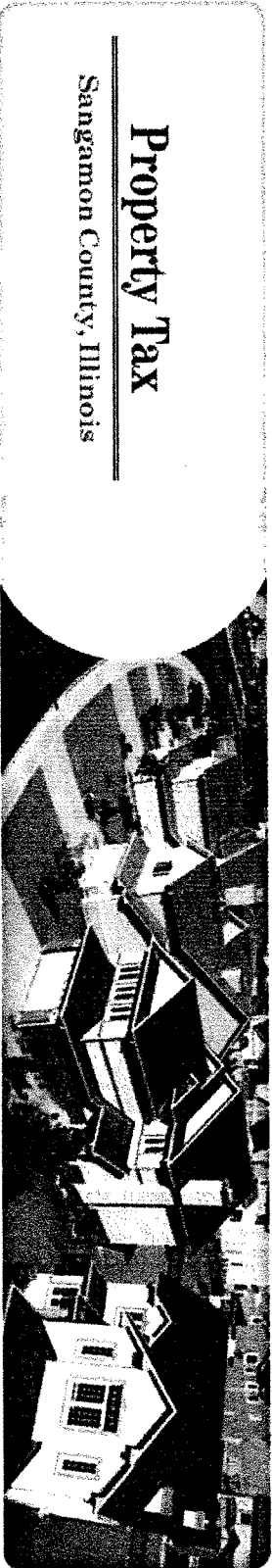
Name of Bidder

Nathaniel Woodson

Signature

Nathaniel Woodson

Date



Current Assessment 2023 Payable 2024

Selected Parcel: 22-03-0-176-009
Location: 1830 S 08TH ST

Name & Mailing Address WOODSON NATHANIEL 1830 S 8TH ST SPRINGFIELD, IL 62703-3112	Property Address 1830 S 08TH ST SPRINGFIELD, IL 62703	Exemptions Owner Occupied Senior Citizen
Class 40 IMPROVED RESIDENTIAL	Legal Description L 9 B 13 ELIJAH ILES SUB LANDS #3 PT NW 3-15-5	
Status Active		
Tax Code 001	Non-Farm Acres 0.00 Farm Acres 0.00	
	Volume 18 Page 71	

Assessment Values

	Prior Year Board of Review Equalized	Assessor Changes	Board of Review Changes	Board of Review Equalized
Status	Active	Finalized	Finalized	Finalized
Class	IMPROVED RESIDENTIAL	IMPROVED RESIDENTIAL	IMPROVED RESIDENTIAL	IMPROVED RESIDENTIAL

Tax Code	Reason	Prior Year Board of Review Equalized		Assessor Changes	Board of Review Changes		Board of Review Equalized
		001		001	001		001
	Non-Farm Land		2,701		2,701		2,847
	Non-Farm Building		17,166		17,166		18,096
	Farm Land		0		0		0
	Farm Building		0		0		0
	1st Time Non-Farm Building		0		0		0
	1st Time Farm Building		0		0		0
* TOTAL *			19,867		19,867		20,943

Current Billing Details 2022 Payable 2023

Payment History, Year 2022 Payable 2023					
No	Date	Amount	Penalty	Other Costs	Transaction Type
1	04/24/2023	794.56	0.00	0.00	Current 2022 Billed Amt
2	06/26/2023	-794.56	0.00	0.00	Current 2022 Cert/Error

Assessment Information		Bill Information		Installment Detail	
Assessment Year	2023-2024	Tax Year	2022-2023	1st Installment	
Fair Market Value	62,829	Value After Exemptions	9,943	Due Date 06/02/2023	
Assessed Value	19,867	Tax Rate	8.9609%	Tax Due	\$0.00
Township Multiplier	1.0542	Tax Extended	\$0.00	2nd Installment	
Value After Township Multiplier	20,943	Adjustments	\$0.00	Due Date 09/01/2023	
County Multiplier	1.0000	Tax Billed	\$0.00	Tax Due	\$0.00
Equalized Value	20,943	Payments	-\$0.00	No payments are currently scheduled.	
Owner Occupied	-6,000				
Senior Citizen	-5,000	Tax Due	\$0.00		
Value After Exemptions	9,943	1st Installment	\$0.00		
		2nd Installment	\$0.00		

Most Recent Sale

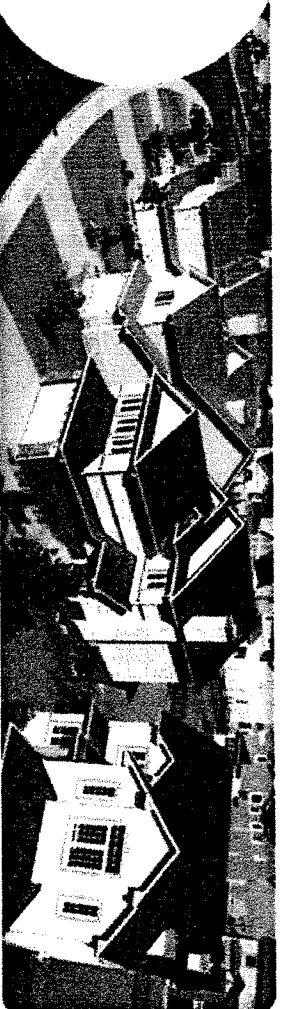
Parcel Summary 2023 Payable 2024

Number	Class	Sale Year	Sale Date	Sale Amount	Sale Acres	Township	
1	40 IMPROVED RESIDENTIAL	2022	06/02/2022	22,000	0.00	CAPITAL	Details

2024-327

Property Tax

Sangamon County, Illinois



Selected Parcel: 22-03.0-176-009
Location: 1830 S 08TH ST

Sales Detail

Sales Information

Sale Year 2022	Sale Date 06/02/2022	Sale Amount 22,000
Assessed Value When Sold 19,123	Ratio With Value When Sold 0.00%	
Prior Equalized Assessed Value 19,123	Ratio With Prior Equalized Value 0.00 %	
Multiple Parcels N	State Qualified N	Special Sale

Recorded Information

Recorder Doc Nbr	2022R11973
Recorded Date	06/03/2022
Recorder Document Type	QUIT CLAIM DEED

Additional Information

Acres	0.00
Class	IMPROVED RESIDENTIAL

Data Group		Grand Sum:	
☒ Fees			
☐	☒ Code	<u>Fee Description</u>	☒ Amount Paid
☐	STMNTAMT	Statement Amount	250.00 0.00
		☐ Re-Calculate Fees	250.00 0.00
Size: 10	Go	Found: 1	Displaying 1 to 1
☒ Payment		No Entries Found	
☒ Notes		No Entries Found	
☒ People			
☐	☒ Role Code	Name	City
☐	OWNER	NATHANIEL WOODSON	Springfield
Size: 10	Go	Found: 1	Displaying 1 to 1
☒ Workflow			
All	☐	☒ Yes ☐ No ☒ All	☒ Yes ☐ No ☒ All
☒	Description	Result	Completed
☐	Is this a Valid Complaint?	YES	3/14/24 9A
☐	Is this voluntary?	YES	3/14/24 9A
☐	Is this a weed complaint?	NO	3/14/24 9A
☐	Verification Inspection	FLYDUMP	3/14/24 9A
☐	Is WO Complete?		
☒	Send Notice of Violation - ...		
Size: 100	Go	Found: 6	Displaying 1 to 6
☒ InspReq		No Entries Found	
☒ Violations			
Type		No Entries Found	

Permitting - Summary - Cityworks

▼ Attachments

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03/14/2024 9:10 AM
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1816 S 8th St, Springfield, IL 62703

Search Results for 1816 S

Clear All

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Search...



JOSHI, SAI

Inbox Service Request Work Orders Inspections Reports GIS Cases Calendar UCF

Summary

Main Address People Notes DataGroup Fees Payment InspReq WorkFlow Rel Docs

Type/Subtype: Z Cmplnt - RES

Number: ZC24-00261

Status: OPEN

Main

Case Description: Zoning Complaint

Status Code: OPEN

Subtype Desc: Residential

Location: 1830 S 8TH ST

Tag: Parking in the front yard

Initiated By: erichbark 3/12/2024

Facility Id:

Level Id:

X, Y: 2443130.34, 1134892.431

Map Layer

Map Layer Field

Value

PARCEL	Owner1	COLEMAN ALEDA M
PARCEL	BillingAddress1	PO BOX 20512
PARCEL	BillingCity	SPRINGFIELD
PARCEL	BillingState	IL
PARCEL	BillingZip	62708



Before the Code Hearing Officer ViolationNotice and Report Form

Add Comment

Sort

bjones

CAN INTO OFFICE

04/2/2024 8:49 AM

Address

Object	Asset Type	Asset ID	Address
168257	PARCEL	220301.76009	1830 S 08TH ST
90273	ADDRESS	90273	1830 S 8TH ST

Size: 10 Go

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 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☐	☒	Role Code	Name	City	+
☐	☒	OWNER	Nathaniel Woodson	Springfield	
Size: 10		Go	1 v M	Found: 1	Displaying 1 to 1

☒	☒	Code	Notes	Created	Modified	+
☐	☒		3/25/24 - Homeowner has no driveway or alley ent...	3/25/2024		
Size: 10		Go	1 v M	Found: 1	Displaying 1 to 1	

Data Group

Grand Sum: 0

ZN CMPLNT :

Zoning Complaint Record

Group Sum

Sum Flag

Address of Complaint:

1830 S 8th Street

Alleged Complaint:

Comment: parking in front yard

Complainant:

Phone:

Address:

Would Complainant be willing to provide information to assist the department?

Is complainant willing to testify if needed:

Owner of Record for Subject Property:Nathaniel Woodson

Owner's Address: 1830 S 8th St

Occupant of Subject Property:

Is Subject Property in the City Limits?:Y

Tax ID Number: 22-03.0-176-009

Current Zoning:

R-2

Any Previous Zoning Action on Property?:

If Yes, List Docket Numbers:

Recorded Nonconforming Use:

Additional Comments:

Action By Zoning Administrator:

Follow Up Action:

Fees

No Entries Found

Payment

No Entries Found

InspReq

No Entries Found

Workflow

All				Yes	No	All	Yes	No	All		
	Description	Result	Target End	Completed	M	+					
☒	Complaint Verification Insp...	VALID	3/15/24 4P	3/19/24 8A	1	+					
☒	Is this Voluntary?	NO	3/22/24 8A	3/19/24 8A	1	+					
☒	Send Notice of Violation	YES	3/22/24 8A	3/19/24 8A	2	+					
☒	Re-inspection result	NOTABATED	4/1/24 12P	4/2/24 8A	3	+					
☒	Take Photos, Determine Ext...	EXTENSION	4/5/24 8A	4/2/24 8A	4	+					
☒	Re-inspection result	NOTABATED	4/5/24 8A	4/2/24 8A	5	+					
☒	Take Photos, Determine Ext...	EXTENSION	4/5/24 8A	4/2/24 8A	6	+					
☒	Re-inspection result		4/15/24 12P		7	+					
☒	Take Photos, Determine Ext...				8	+					

Size: 100

Go

1

Found: 9

Displaying 1 to 9

Attachments

+ Add attachment...



letter.pdf

Attached by erichbark

68.73 KB

03/20/2024 11:18 AM



Search...



JOSHI, SAJ

Inbox Service Request Work Orders Inspections Reports GIS Cases Calendar UCF

Summary

Main

Address

DataGroup

Fees

Payment

Notes

People

Workflow

Inspired

Violations

Rel Docs

Case Type: ENVCMPLNTH

Number: EC24-01258

Status: OPEN

Main

Case Description: Environmental Complaint

Status Code: OPEN

Subtype Desc:

Location: 1830 S 8TH ST

Tag: FLYDUMP

Initiated By: jmccombs 3/14/2024

Facility Id:

Level Id:

X, Y: 2443123.763, 1134887.385

Map Layer

Map Layer Field

Value

PARCEL

Owner1

COLEMAN ALEDA M

PARCEL

OwnerOccExempt

N

CENSUS TRACTS

Inspector

JAYMIE ROBERTSON

CENSUS TRACTS

NAMELSAD10

Census Tract 18



Legal Referral



Add Comment

Sort

No Comments

WorkorderID

Workorder Description

Status

Link Type

99815

Parcel - Corrective Maintenance

OPEN

Related

ObjectID

Case Number

Case Type

Case Status

Link Type

75431

EC23-06316

ENVCMPLNTH

OPEN

Parent

Address

No Entries Found



Data Group				Grand Sum:		+	
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Fees							
☐	☒	Code	Fee Description	Amount	✓	Paid	+
☐	☒	STMTAMNT	Statement Amount	250.00		0.00	
				Re-Calculate Fees		250.00	0.00
Size: 10				Found: 1	Displaying 1 to 1		

Payment				No Entries Found		+	
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Notes				No Entries Found		+	
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Workflow							
All	☒	☐	☐	☐ Yes	☐ No	☒ All	
☐	☒	Description	Result	Target End	Completed	M	+
☐	☒	Is this a Valid Complaint?	YES ✓	3/14/24 9A	3/14/24 9A	1	
☐	☒	Is this voluntary?	YES ✓	3/17/24 10A	3/14/24 9A	2	
☐	☒	Is this a weed complaint?	NO ✓	3/14/24 9A	3/14/24 9A	3	
☐	☒	Verification Inspection	FLYDUMP ✓	3/14/24 9A	3/14/24 9A	4	
☐	☒	Is WO Complete?		3/17/24 9A		4	
☐	☒	Send Notice of Violation - ...				5	
Size: 100				Found: 6	Displaying 1 to 6		

InspReq				No Entries Found		+	
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Violations				No Entries Found		+	
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Attachments

+ Add attachment...

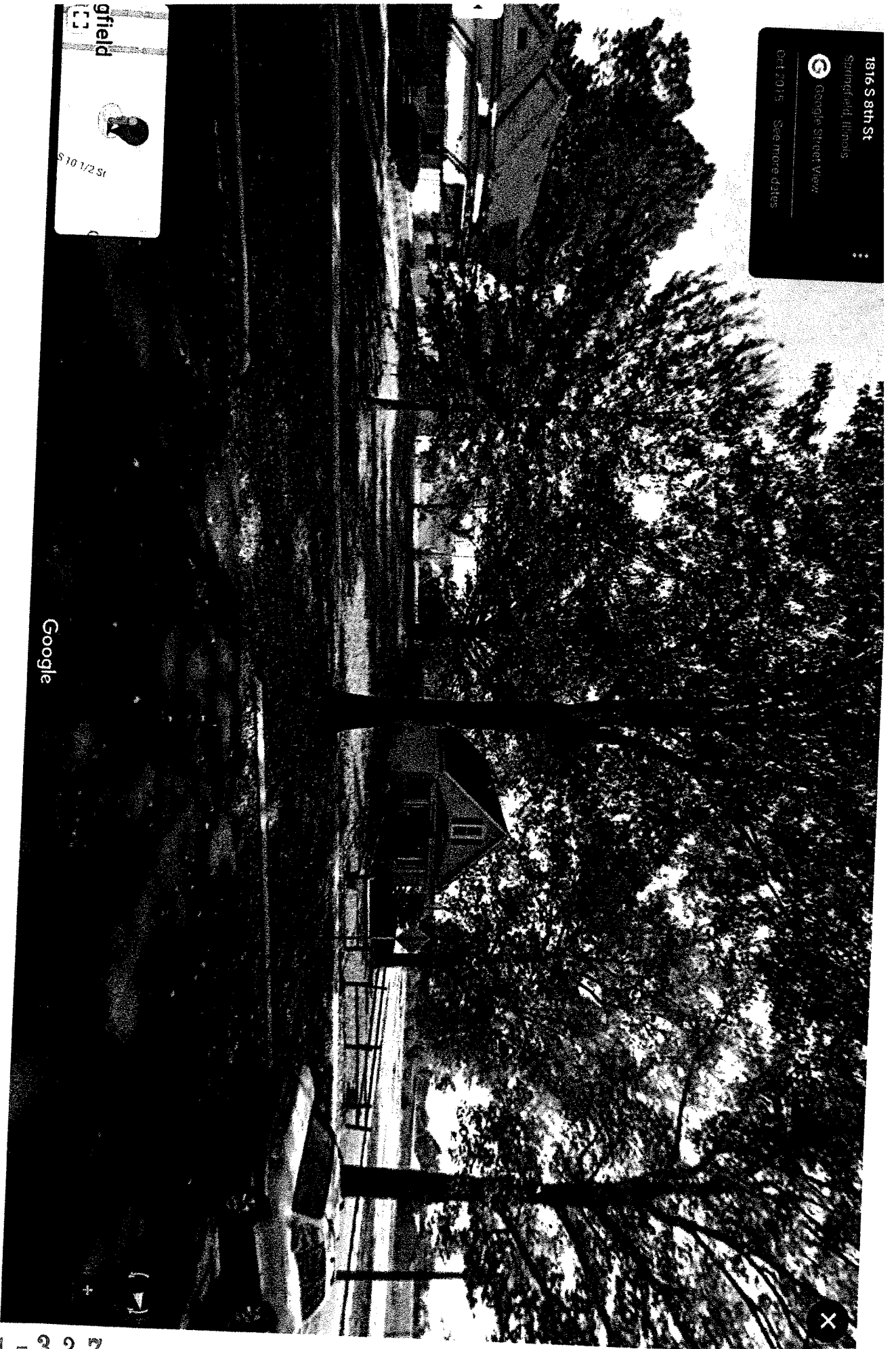
1830 S 8th flydump by alley.jpg

Attached by jmcconbs

6.16 MB

03/14/2024 9:10 AM

1816 S 8th St
Sunfield, Illinois
Google Street View
Oct 2015 See more dates



2024-327

2024-327

Exhibit A		Property		Pin	Parcel	22030176008	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
1		1816 S 8th ST					Nathaniel Woodson	\$500.00		R-2	CS19-29
Total								\$500			



...

1816 S 8th St

Springfield, Illinois

 Google Street View

Oct 2015

See more dates

gfield



10/2/15

Google



2024-10-21

ORDINANCE FACT SHEET

DATE OF 1st READING: 8/20/2024

OFFICE REQUESTING: OPED

CONTACT PERSON: MIKE LESKO

PHONE NUMBER: 217-789-2116 x2613

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

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP CS19-29 AND EXECUTION OF AGREEMENTS WITH NATHANIEL WOODSON FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL LOCATED AT 1816 S 8TH ST, (cont. below)

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: N/A

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: N/A

(Original amount if change order)

N/A

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ Other: RFP (CS19-29)☐ 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	001	107	BMGT	ACCT	0242	\$500
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

EXHIBIT A

VACANT LOT APPLICATION

STAFF ANALYSIS

FOR AN AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET AND MANAGMENT

This is for the sale of 1 vacant lot to the following individual, who is an adjacent property owner:
Nathaniel Woodson purchasing the lot at 1816 S 8th ST Springfield, IL 62703

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR: Yazell, Valera

Digitally signed by Yazell, Valera
Date: 2024.08.09 10:29:38 -05'00'

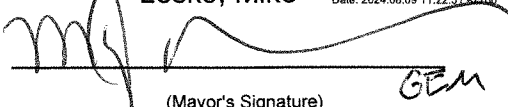
Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.08.09 11:22:31 -05'00'

Date: _____

SIGN OFF:



(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2024.08.09 12:42:52 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-327

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL
UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH
JAMES FORNEY FOR SALE OF CITY-OWNED PROPERTY
CONSISTING OF THREE PARCELS LOCATED AT 1018, 1020, AND 1022
N. INDIANA AVENUE IN THE AMOUNT OF \$1,500.00, 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 three parcels in the \$1,500.00, said parcels 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 James Forney consisting of three parcels located at 1018, 1020, and 1022 N. Indiana Avenue, Springfield, Illinois 62702; 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 1018, 1020, and 1022 N. Indiana, with James Forney, legally described on attached Exhibit A in the amount of \$1,500.00.

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 \$1,500.00 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 _____

Office of Corporation Counsel / Date 8/14/24

2024-328

Exhibit A						
Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Surplus RFP
1	1018 N Indiana Ave	14-26.0-130-011	James Forney	\$500.00	LOT 215 IN HAY AND TRACY'S MELROSE SUBDIVISION BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH THREE FEET THEREOF, SITUATED IN THE COUNTY OF SANGAMON IN THE STATE OF ILLINOIS.	CS19-29
2	1020 N Indiana Ave	14-26.0-130-010	James Forney	\$500.00	LOTS 216 AND THE SOUTH 3 FEET OF LOT 217 IN HAY AND TRACY'S MELROSE SUBDIVISION. SITUATED IN SANGAMON COUNTY, ILLINOIS.	CS19-29
3	1022 N Indiana Ave	14-26.0-130-009	James Forney	\$500.00	LOT 217 IN HAY AND TRACY'S MELROSE SUBDIVISION BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH THREE FEET THEREOF, SITUATED IN THE COUNTY OF SANGAMON IN THE STATE OF ILLINOIS	CS19-29
Total				\$1,500		

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

JAMES L. FORNEY

Mailing Address

1720 E. Spruce P.O. Box 20345 Springfield IL 62708

Daytime Phone Number

Email Address

217-523-9280

James@Jameshashouses.com

Resident of Springfield corporate limits? ☒ Yes ☐ No

VACANT LOT INFORMATION

Vacant Lot Address(es)

Vacant Lot Parcel Number(s)

1018 N. Indiana Ave SUR 21-0019

14260130011

1020 N. Indiana Ave SUR 21-0018

14260130010

1022 N. Indiana Ave SUR 21-0017

14260130009

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- ☐ Adjacent Homeowner ☐ Adjacent Landlord/Property Owner
☐ Property Owner near the vacant lot ☐ Neighborhood Association or other organization
☒ Other (specify): Investment

Address of your property:

- ☐ Same as my mailing address (listed in the Applicant Contact Information section)
☒ Different from my mailing address:

Do you rent or own your home? ☐ Rent ☒ Own

Your property is a:

- ☒ Residence ☐ Organization ☒ Business ☐ Other (specify): _____

Describe the intended use for the vacant lot.

The intended use for the vacant lots is to build
Three (3) new 3 bedroom 2 bath houses.

Do you expect to invest any money to improve the vacant lot? If so, please explain.

Yes, To improve the lots with 3 new houses.
The project would start within one year.

About how much money would you expect to spend (if any): \$ 400,000.00

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

700 S. MARTIN LUTHER KING JR. DR.	14350304001
704 S. MARTIN LUTHER KING JR DR.	14350304002
730 S. MARTIN LUTHER KING JR DR.	14350304007
716 S. MARTIN LUTHER KING JR DR.	14350304006
714 S. MARTIN LUTHER KING JR DR.	14350304004

Do you owe delinquent property taxes?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Have you ever been cited for Housing Code Violations?

☒ Yes ☐ No If yes, please explain why. ☐ I dont know

The housing code violation was over three years ago for trash service and the violation was corrected.

Do you owe on any delinquent accounts with City Water Light & Power?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you have any debt owed to the City of Springfield?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500.00 per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

JAMES L. FORNEY

Signature

James L. Forney

Date

3/14/2024

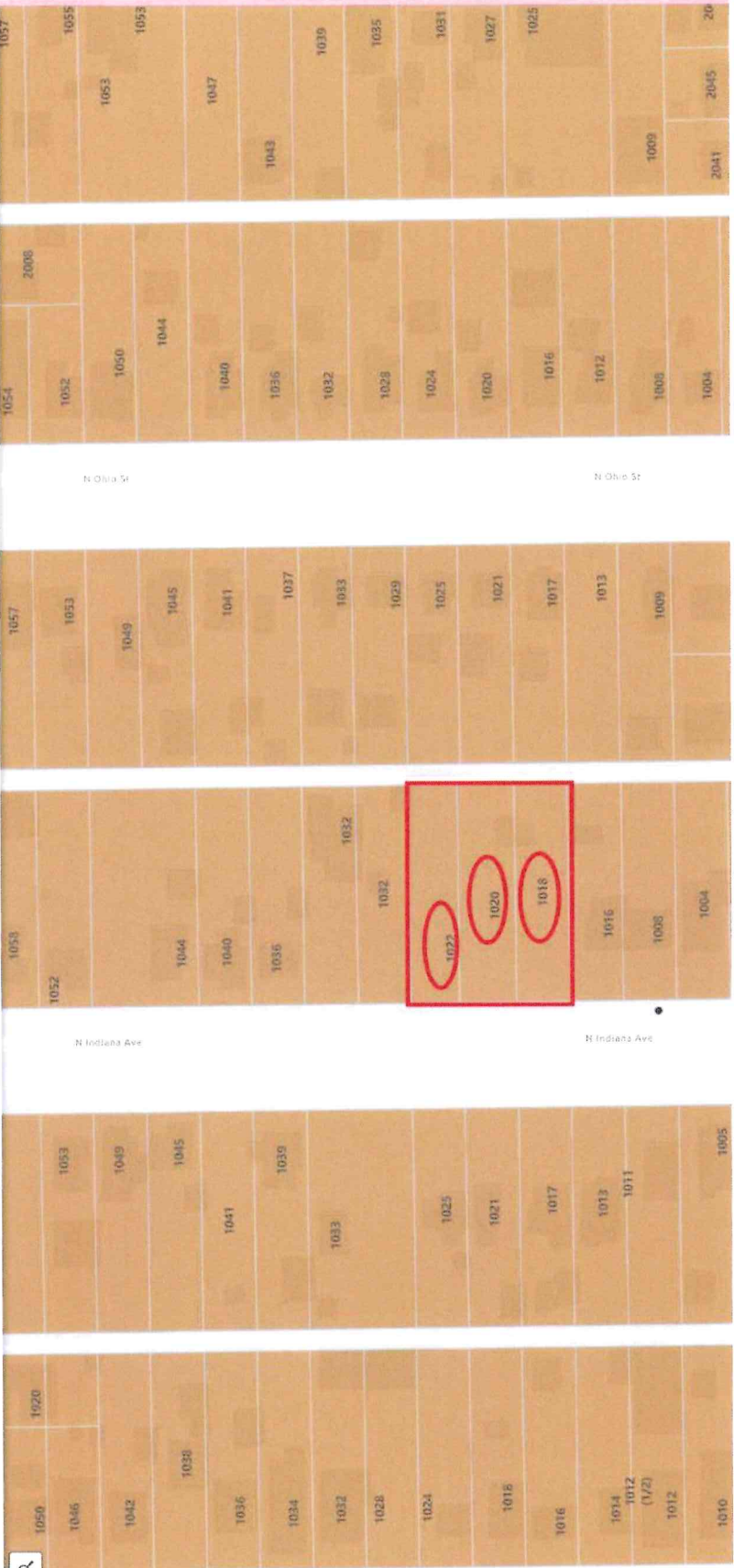
2024-328

Building & Zoning Map

Misty Buscher, Mayor - Springfield, Illinois

1018 N Indiana Ave, Springfield, IL 62761

Show search results for 1018 N.



ORDINANCE FACT SHEET

DATE OF 1st READING: 8/20/2024

OFFICE REQUESTING: OPED

CONTACT PERSON: MIKE LESKO

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

PHONE NUMBER: 217-789-2116, 2613

FISCAL IMPACT: N/A

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS19-29 AND EXECUTION OF AGREEMENT WITH JAMES FORNEY FOR SALE OF CITY OWNED PROPERTY CONSISTING OF THREE PARCELS LOACTED AT 1018, 1020, 1022 N INDIANA AVE (CONT. BELOW)

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: N/A

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: N/A

N/A

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ Other: RFP (CS19-29)☐ 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	001	107	BMGT	ACCT	0242
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

Exhibit A

Vacant Lot Applications

STAFF ANALYSIS

IN THE AMOUNT OF \$1500 FOR THE OFFICE OF BUDGET AND MANAGEMENT

This is for the sale of 3 vacant lot to the following individual: James Forney purchasing the 3 lots at 1018, 1020, and 1022 N Indiana Ave, Springfield, IL 62702

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR: Yazell, Valera

Digitally signed by Yazell, Valera
Date: 2024.07.31 12:32:48 -05'00'

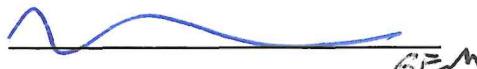
Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.08.01 10:11:23 -05'00'

Date: _____

SIGN OFF:


(Mayor's Signature)
(Director of OBM)

The information supplied on this form is not confidential information.

2024-328

AN ORDINANCE AMENDING ORDINANCE 348-08-22, REMOVING THE REQUIREMENT OF 50% ESCROW TO THE CITY OF SPRINGFIELD FOR OWNER OCCUPIED RESIDENCES, 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, ordinance 348-08-22 authorized the creation of a program to provide financial assistance on a 50/50 matching basis up to \$15,000.00 per qualified applicant for qualified projects with a five year recapture period; and

WHEREAS, this ordinance required an owner 50% match that will be placed in escrow and used in the payout; and

WHEREAS, several contractors mandate a down payment of 20-30% prior to commencing work; and

WHEREAS, the City's demand for an escrow account restricts access to cash that could be utilized for fulfilling the contractor's down payment requirement; and

WHEREAS, it is in best interest of the City to amend ordinance 348-08-22 to remove the requirement of a 50% escrow to the City of Springfield for owner occupied residences; and

WHEREAS, all other terms and conditions authorized by ordinance 348-08-22, not in conflict with this ordinance shall remain in full force and effect.

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

Section 1: That the City Council hereby amends ordinance 348-08-22 to remove the requirement of the 50% escrow to the City of Springfield for owner occupied residences.

Section 2: That all terms and conditions authorized pursuant to ordinance 348-08-22, not in conflict with this ordinance, shall remain in full force and effect.

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

PASSED: _____, 2024

SIGNED: _____, 2024

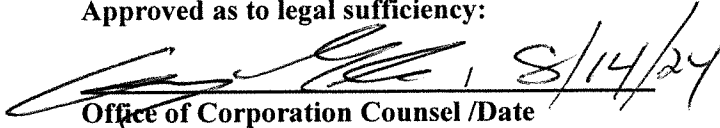
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel /Date

Amended Exhibit A

The City of Springfield's City wide non TIF District non Cannabis Grant District Exterior Rehabilitation Program is a matching grant program that provides up to \$15,000 of assistance to property owners of residential owner-occupied properties for permanent improvements not located in a TIF or Cannabis Grant District (the area bounded by the following: Carpenter Street on the North, Ash Street on the South, Dirksen Parkway on the east and 10th Street rail corridor on the west).

The City has designated a portion of Housing violation fines collected to be used to achieve the following goals:

1. Provide financial assistance to homeowners who wish to enhance their investment in the neighborhood;
2. Improve the quality of life for homeowners and residents in the areas by assisting them with repairs or property improvements;
3. Preserve and enhance the quality of the neighborhood;
4. Increase the equalized assessed valuation of properties within the corporate limits of the City of Springfield;
5. Catalyze further investment within the City of Springfield.
6. Provide financial assistance to homeowners to assist in correcting housing and building code violations.

AVAILABLE ASSISTANCE

The Rehabilitation Program will provide up to \$15,000 in assistance to Homeowners for qualifying residential improvements. The program is a 50/50 matching grant program. The property owner must remit 100% of their cost (50% of the total project cost) ~~which will be held in an escrow account with the City of Springfield.~~ The City of Springfield will pay ~~the remaining 50%~~ the approved grant amount upon an approved final inspection. Applications will be received by City staff and will be reviewed and approved on a first come, first served basis, as funds are available. The application must be received and the homeowner must sign contract before beginning the project. An assistance agreement and a recapture agreement will be executed between the Homeowner and the City.

ELIGIBLE IMPROVEMENTS

Eligible exterior improvements include repair and/or replacement of the following:

1. Exterior painting or siding
2. Tuck pointing, masonry
3. Roofs
4. Porches and exterior stairs
5. ADA ramps
6. Cost of repairs to address housing and building code violations

OTHER REQUIREMENTS

1. PROPERTY OWNER MUST QUALIFY UNDER CDBG INCOME GUIDELINES
2. Property taxes must be current.
3. Property owner must be in good standing with no outstanding City violations.
4. No City liens or other City debt may exist on the property.
5. Property must have active homeowner's insurance coverage.
6. Repairs that would be made under a homeowner's insurance policy will not be covered.

ORDINANCE FACT SHEET

20TE OF 1st READING: 8/20/2024OFFICE REQUESTING: OPEDCONTACT PERSON: Kayla GravenEMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: ext 5455FISCAL IMPACT: NoneSUGGESTED TITLE: AN ORDINANCE AMENDING ORDINANCE NUMBER ~~348-08-22~~ REMOVING THE REQUIRMENT OF ESCROW TO THE CITY FOR OWNER OCCUPIED RESIDENCES, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENTCONTRACTOR / VENDOR NAME: n/aVENDOR NO: n/aCONTRACT TERM: n/aChange in Scope Yes ☐ No ☐CONTRACT AMOUNT: n/an/an/a

(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 n/aIs Purchasing Agent approval required? No ☒ Yes ☐Is Purchasing Agent approval attached? No ☒ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

Ordinance number 348-08-22 with program outline

STAFF ANALYSIS

Several contractors mandate a down payment of 20-30% prior to commencing work. However, the city's demand for an escrow account restricts access to cash flow that could be utilized for fulfilling the contractor's down payment requirement. They city would still require the 50% match. *This eliminates the requirement that*

the 50% match funds be held in escrow by the City.

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR: Yazell, Valera

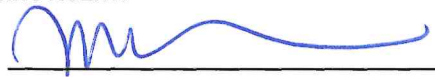
Digitally signed by Yazell, Valera
Date: 2024.08.06 09:26:05 -05'00'

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF:



(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2024-329

**AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF A
MODIFICATION TO ILLINOIS DEPARTMENT OF NATURAL
RESOURCES GRANT NO. MC 21-034, IN THE AMOUNT OF \$142,160.00,
FOR ADDITIONAL FUNDING FOR CHILDREN'S MUSEUM
FOUNDATION D/B/A KIDZEUM AND AUTHORIZING A SUPPLEMENTAL
APPROPRIATION OF \$142,600.00, FOR THE OFFICE OF PLANNING AND
ECONOMIC DEVELOPMENT**

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

WHEREAS, the City Council previously passed ordinance number 431-09-23 accepting Grant No. MC 21-034 from the State of Illinois Department of Natural Resources ("IDNR") to Children's Museum Foundation Corporation d/b/a Kidzeum of Health and Science ("Kidzeum") to be used for eligible reimbursable projects; and

WHEREAS, the purpose of this Grant Modification Agreement is to accept an additional \$142,160.00 from the IDNR towards the fiscal responsibility of the City of Springfield for Grant No. MC 21-034 for the Kidzeum of Health and Science;

WHEREAS, it is in the best interest of the City of Springfield to authorize this Grant Modification Agreement for additional funding to be used towards the fiscal responsibility of the City of Springfield for Grant No. MC 21-034 for the Kidzeum of Health and Science; and

WHEREAS, a copy of the Grant Modification Agreement shall be on file in the Office of the City Clerk; and

WHEREAS, the Office of Public Works is requesting a supplemental appropriation of the grant funds in the amount of \$142,160.00.

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

Section 1: That the City Council hereby accepts the modification from the IDNR Grant No. MC 21-034, in the amount of \$142,160.00 for additional funding to be used towards the fiscal responsibility of the City of Springfield for Grant No. MC 21-034 for the Kidzeum of Health and Science. The Mayor is hereby authorized to execute and the City Clerk to attest and submit any necessary documents to effectuate said grant modification on behalf of the City of Springfield.

Section 2: That the City Council approves a supplemental appropriation in the amount of \$142,160.00 from funds received under IDNR Grant No. MC21-034 and placed in revenue account number 001-111-DEVL-KIDZ-1851 into expenditure account number 001-111-DEVL-KIDZ-2111 for the Office of Planning and Economic Development.

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

Section 4: That this ordinance shall become effective from and after its passage, publication 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

 8/13/24

Office of Corporation Counsel / Date

AMENDMENT TO THE GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
AND
CHILDREN'S MUSEUM FOUNDATION CORP

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271, and Children's Museum Foundation Corp (dba Kidzeum of Health and Science) (Grantee), with its principal office at 412 E. Adams St. Springfield, IL 62701 and payment address (if different than principal office) at N/A, hereby agree that the following amendment (Amendment) shall amend the Grant Agreement (Agreement), which is described below. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of a conflict, the terms of this Amendment shall prevail. This Amendment is authorized by Paragraph 26.5 of the Agreement.

WHEREAS, it is the intent of the Parties to perform consistent with all terms herein and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained in the Agreement and herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND AMENDMENT INFORMATION AND CERTIFICATION

1.1. Original Agreement. The Agreement, numbered MC 21-034, has an original term from September 1, 2022 to August 31, 2024.

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

1.3. Current Agreement Term. The Agreement expires on August 31, 2024, unless terminated pursuant to the Agreement.

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

- ☐ Exhibit A (Project Description)
- ☐ Exhibit B (Deliverables/Milestones)
- ☐ Exhibit C (Payment)
- ☐ Exhibit D (Contact Information)
- ☐ Exhibit E (Performance Measures)
- ☐ Award Term
- ☒ Award Amount

- ☐ Exhibit F (Performance Standards)
- ☐ Exhibit G (Specific Conditions)
- ☐ PART TWO (Grantor-Specific Terms)
- ☐ PART THREE (Project-Specific Terms)
- ☐ Budget
- ☐ Funding Source
- ☐ Other (specify): _____

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

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

1.7. Signatures. In witness whereof, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Children's Museum Foundation Corp (dba Kidzeum
of Health and Science)

By: Natalie Finnie
Signature of IDNR Director
Date: 1/17/2024
Printed Name: Natalie Finnie
Printed Title: IDNR Director

By: Leah Wilson
Signature of Authorized Representative
Date: 12/27/23
Printed Name: LEAH WILSON
Printed Title: EXECUTIVE DIRECTOR
E-mail: LEAH.WILSON@KIDZEUM.ORG

By: Ellen S. King
Signature of First Other Approver, if Applicable
Date: 1/17/24
Printed Name: Ellen S. King
Printed Title: Chief Fiscal Officer

By: Renee Snow
Signature of Second Other Approver, if Applicable
Date: 1/11/2024
Printed Name: Renee Snow
Printed Title: Legal Counsel

APPROVED FOR LEGAL SUFFICIENCY

Date: 1/11/2024 THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
Legal Counsel: Brian Nault

ARTICLE II
AMENDMENTS

- 2.1. Award Amount Change. Increase award amount by \$142,160.00 for a new award amount total of \$497,560.00.

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AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS

AND

CHILDREN'S MUSEUM FOUNDATION CORPORATION

THIS AGREEMENT, entered into on or as of the 19 day of September, 2023, by and between CITY OF SPRINGFIELD, ILLINOIS, a municipal corporation, ("City"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 300 S. 7th Street, Springfield, Illinois 62701 and CHILDREN'S MUSEUM FOUNDATION CORPORATION, an Illinois not-for-profit corporation, d/b/a KIDZEUM OF HEALTH AND SCIENCE, ("Kidzeum") whose address is 412 E. Adams Street, Springfield, Illinois, 62701.

In consideration of the mutual promises made in this agreement, the parties agree as follows:

**Section 1
Subject Matter of Agreement**

The City has agreed to act as fiscal agent to Kidzeum pursuant to Illinois Department of Natural Resources ("IDNR") grant No. MC 21-034 ("Grant") for \$355,400. The Grant provides that IDNR will reimburse funds spent on eligible projects at Kidzeum. Kidzeum does not have the capital to pay the upfront costs for these projects, so the City will be providing funds, which will be reimbursed by the grant.

**Section 2
Term**

The term commences upon the signing of this Agreement and ends when the City has received all monies it has provided Kidzeum as fiscal agent for the Grant, including any interest due from Kidzeum for late reimbursement by Kidzeum of any funds the City provided that were not reimbursed by IDNR.

**Section 3
Reimbursement by Kidzeum**

Kidzeum agrees that it will pay to the City any amount expended but not reimbursed by IDNR. Such amounts (if any) shall accrue interest at 3% per annum.

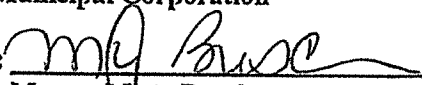
ATTEST:


Frank Lesko, City Clerk

CITY:

CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation

By:


Mayor, Misty Buscher

STATE OF ILLINOIS

)

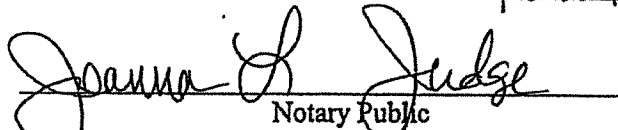
) SS.

COUNTY OF SANGAMON

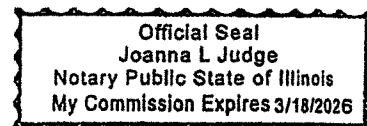
)

I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO
HEREBY CERTIFY that Misty Buscher, personally known to me to be the Mayor of the
City of Springfield, and Frank Lesko, personally known to me be the City Clerk of
Springfield, whose names are subscribed to the foregoing instrument, appeared before me
this day in person and severally acknowledged that as such Mayor and City Clerk, they
signed and delivered the said instrument as Mayor and as City Clerk of said Municipal
Corporation, and caused the seal of said Municipal Corporation to be affixed thereto,
pursuant to authority given by the corporate authorities of the City of Springfield for the
uses and purposes therein set forth.

Given under my hand and notarial seal, this 21 day of September, 2023.


Notary Public

Remainder of Page Intentionally Left Blank



Resolution of Authorization

The fiscal sponsor agrees to the statements on MC/DOC-2 page 2 and will perform the following fiscal duties for the public museum:

The fiscal sponsor is an affiliated entity that may expend funds on behalf of this public museum for which this public museum will request reimbursement. The fiscal sponsor assumes legal accountability, fiduciary oversight, fiscal management and other administrative services of this public museum for the purposes of this grant. Any grant funds expended by the fiscal sponsor on behalf of this public museum, the chief executive officer of the public museum must sign a statement certifying:

- 1) that there is an ongoing relationship between the public museum and the fiscal sponsor;
- 2) that the fiscal sponsor may incur expenses for the public museum's project; and
- 3) that the fiscal sponsor may pay for incurred expenses for the public museum's project;
- 4) that grant funds will be used specifically for the public museum's project; and
- 5) that grant funds received by the public museum for reimbursement of IDNR approved expenses will be submitted to the fiscal sponsor for settlement of paid expenses.

Fiscal Sponsor Chief Executive Officer: James O. Langfelder Mayor
Print Name Title

Organization: City of Springfield

Signature of Fiscal Sponsor Chief Executive Officer: [Signature]

APPROVED

**IL Department of Natural Resources
Office of Grant Management & Assistance**

Andrew
By: Reagan Digitally signed by Andrew Reagan
Date: 2023.05.17 09:10:17 -0500 Date: _____

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

8/20/24

OFFICE REQUESTING: _____ OPED _____

CONTACT PERSON: Amy Rasing

PHONE NUMBER: ext 5470

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

TYPE OF ORDINANCE: Grant Award

FISCAL IMPACT: \$142,160.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF MODIFICATION TO ILLINOIS DEPARTMENT OF NATURAL RESOURCES GRANT NO. MC-21-034 IN THE AMOUNT OF \$142,160.00 FOR ADDITIONAL FUNDING FOR CHILDREN'S MUSEUM FOUNDATION (DBA KIDZEUM) AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF \$142,600.00 FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT.

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

Grant Modification Agreement

Ordinance 431-09-23

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: _____

Previous Ord #'s 431-09-23

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	001	111	DEVL	KIDZ 211	\$142,160
2				1851	
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	KIDZ 2111	\$142,160.00
2					
3					
4					

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

The purpose of this modification is to accept an additional \$142,160.00 from IDNR toward the fiscal responsibility of the City of Springfield for Grant No. MC-21-034 for the Kidzeum of Health and Science. This increases the original funding of \$335,400.00 to a total of \$497,560.00.

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

8/12/24

**AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT WITH
HOOGLAND CENTER FOR THE ARTS FOR THE MODERNIZATION AND
REPAIR OF TWO ELEVATORS USING COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$190,000.00, FOR THE
OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT**

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

WHEREAS, it is in best interest of the City of Springfield, Office of Planning and Economic Development, to enter into Subrecipient Agreement No. 24-SR-0011 with the Hoogland Center for the Arts utilizing the City's Community Development Block Grant ("CDBG") funds in an amount not to exceed \$190,000.00 for the modernization and repair of two elevators; and

WHEREAS, the Office of Planning and Economic Development has determined that the project described in Subrecipient Agreement No. 24-SR-0011 involves appropriate expenditures of CDBG funds pursuant to 24 CFR 570.201(c), Public Facilities and Improvements; and meets HUD's broad national objective of benefiting limited clientele, generally presumed by HUD to be principally low- and moderate-income persons under 24 CFR 570.208(a)(2)(i)(A); and

WHEREAS, the proposed Subrecipient Agreement shall be located in the Office of the City Clerk and identified by Grant No. 24-SR-0011.

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

Section 1: The City Council hereby approves the proposed Subrecipient Agreement for Grant No. 24-SR-0011 with the Hoogland Center for the Arts utilizing the City's CDBG funds in an amount not to exceed \$190,000.00 for the modernization and repair of two elevators. The Mayor and Clerk are authorized to enter into a Subrecipient Grant Agreement for the Project.

Section 2: The Office of Budget and Management is hereby authorized and directed to provide payment to Hoogland Center for the Arts in the amount not to exceed \$190,000.00 pursuant to the terms and conditions of Subrecipient Agreement No. 24-SR-0011 from account number 001-111-DEVL-CDBG-2110.

Section 3: This ordinance shall become effective immediately upon its passage.

PASSED: _____, 2024

SIGNED: _____, 2024

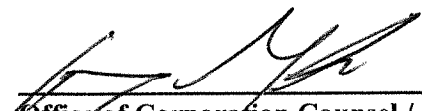
RECORDED: _____, 2022

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 8/14/24

Office of Corporation Counsel / Date

OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT
CITY OF SPRINGFIELD, ILLINOIS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT
PROGRAM
SUBRECIPIENT AGREEMENT
NO. 24-SR-0011

For
Hoogland Center for the Arts

by the
OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT
OF THE
CITY OF SPRINGFIELD, ILLINOIS
800 East Monroe, Room 107
Springfield, Illinois 62701

PART I

2024-331

NOTICE OF GRANT AWARD

Inasmuch as the **Hoogland Center for the Arts** hereinafter called "Grantee," has satisfied all conditions precedent to the award of a Grant under HUD's Community Development Block Grant (CDBG) Program, the Office of Planning and Economic Development of the City of Springfield, Illinois, hereinafter called the "Office," is hereby making financial assistance available to the Grantee in an amount which does not exceed the sum of **One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00)** in Community Development Block Grant (CDBG) Entitlement Program funds, CFDA No. 14.218. This Grant is for the purpose of undertaking activities in accordance with requirements of the federal CDBG Program administered by the Springfield Office of Planning and Economic Development. The Grantee agrees to use funds provided under this agreement to comply with the federal rules and requirements that govern the CDBG program and to prepare all necessary information required by the program. The Office has the authority to make such grants pursuant to the Housing and Community Development Act of 1974, as amended.

This Grant includes the following sections, all of which are incorporated into and made a part of this Grant:

Part I	Notice of Grant Award
Part II	Method of Compensation; Fiscal Recording/Reporting Requirements
Part III	Terms and Conditions Governing the Grant
Part IV	Assurances
Part V	Budget
Part VI	Description of Work

This Grant is to be used for the purpose of providing financial assistance to the Grantee named above in order to achieve, at the local level, one of HUD's three broad national objectives, namely, 1) benefit to low- and moderate-income persons; 2) prevention or elimination of slums or blight; or 3) meeting particularly urgent needs, by the undertaking of specific activities to insure measurable program benefits as described in Part VI, Description of Work. In utilizing this financial assistance, the Grantee shall comply with the Terms and Conditions, Assurances, and Budget set forth in this agreement.

Under penalties of perjury, the undersigned certifies that **37-1408879** is its correct Federal Employer Identification Number (FEIN). The organization does business as a:

Individual	Real Estate Agent
Sole Proprietorship	Governmental Entity
Partnership	Tax Exempt Organization [IRC 501(a) only]
Corporation	Trust or Estate
X Nonprofit Corporation	Medical/Health Care Service Provider Corporation

The Grantee is hereby authorized to incur costs against this Grant during the grant period beginning **October 1, 2024 to September 30, 2025**. Grantee's authorized signature below shall constitute acknowledgment of the Grantee's acceptance of this Grant and the terms and conditions, budget, and assurances set forth herein.

GRANTEE
Hoogland Center for the Arts Inc.

CITY OF SPRINGFIELD
Office of Planning and Economic
Development

By: _____
Gus Gordon
Executive Director

By: _____
Misty Buscher, Mayor
City of Springfield

Date: _____

FEIN: **37-1408879**

UEI #: **MGZ3MP1YGUD4**

PART II

METHOD OF COMPENSATION, FISCAL RECORDING/ REPORTING REQUIREMENTS

1. Compensation to the Grantees. Payments pursuant to this Subgrant are subject to the availability of federal Community Development Block Grant Program funds and their appropriation or authorized expenditure under federal and local law.

For carrying out the program objectives as described in Part VI, Description of Work, the total compensation and reimbursement payable by the Office to the Grantee shall not exceed the sum of **One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00)**. The total amount payable to the Grantee shall be paid upon the Office's approval of the Grantee's utilization of the project funds in conformance with the Grant Budget and with OMB Circular A-102, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments," and only for project costs which were necessary to complete the program objectives and which are eligible under and meet the provisions of OMB Circular A-87, "Cost Principles for State and Local Governments," and OMB Circulars A-122 and 24 CFR Part 85 as they relate to the acceptance and use of program funds by private nonprofit organizations.

It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the **One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00)** for all of the activities or services required. This agreement does not authorize an expenditure of City of Springfield funds in excess of the amount authorized by the Springfield City Council unless the Springfield City Council specifically approves an additional expenditure. Grantee agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City of Springfield exceeds the amount authorized by the Springfield City Council.

2. Method of Compensation. The method of compensation shall be in accordance with applicable state and federal laws relative to such compensation by which the Office is governed.

Unless otherwise specified under **Special Grant Conditions**, *infra*, Grantee shall be paid as follows: Payments will be subject to the initiation of an invoice/voucher by the Grantee. Payment shall be by reimbursement only. The Grantee shall maintain appropriate records of actual costs incurred and the beneficiaries of the project described in Part VI. Grantee shall submit to the Office a payment request complete with vouchers, receipts, an expenditure summary and the required statistical information detailed in **Special Grant Conditions**. The Grantee cannot be reimbursed for costs incurred against program activities in excess of the approved grant amount without prior approval of the Office in accordance with Part III, 1.b., of this Agreement.

If the Grantee expends funds contrary to the provisions of this Agreement, such action will

require the repayment of those funds, if the expenditure violates the Grantee's assurances or the statutory provisions. Overpayments of grant funds (unliquidated balance) shall promptly be refunded to the Office, accompanied by either the final expenditure summary report or the audit report. The Grantee agrees to repay the Office any funds that are determined by the Office to have been spent improperly. The Grantee agrees to incur costs only during the grant period defined in Part I of this Agreement. The Grantee agrees to request reimbursement of those costs within 30 days of the end of the grant period. The Office is not obligated to disburse funds after that time.

3. Fiscal Recording/Reporting Requirements. Grantee's financial management system shall be structured to provide accurate, current, and complete disclosure of the financial results of the grant program, in accordance with the reporting requirements contained below. Grantee shall be accountable for all funds received under this Grant and shall maintain effective control over all funds, equipment, property, and other assets acquired under this Agreement as required by the Office. Grantee shall keep records sufficient to permit the tracking of funds to a level of expenditure adequate to insure that funds have not been spent unlawfully or for disallowed costs.

4. Uniform Administrative Requirements and Financial Management.

a. A grantee which is a governmental entity (including public agencies) shall comply with the applicable requirements and standards of OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments"; OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (implemented at 24 CFR Part 84.26); and 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments".

b. A grantee which is not a governmental entity shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular A-21 "Cost Principles for Educational Institutions," as applicable; and with 24 CFR Part 85. Applicable sections of the foregoing are set forth in 24 CFR 570.502.

c. The Grantee shall maintain records, in accordance with 24 CFR 85.20, that adequately identify the source and application of funds for grant-supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

5. The Grantee shall on a per project basis submit to the Office a summary of beneficiaries of the project as described in **Special Grant Conditions** and a summary of the costs incurred and for program activities described in the budget set forth in Part V of this Agreement.

6. The Office reserves the right to conduct special audits, at any time during normal working hours, of funds expended under this Agreement.

PART III
TERMS AND CONDITIONS
GOVERNING THE GRANT

In addition to any special conditions which may appear in Part I, Notice of Grant Award, and in this part, the following general terms and conditions shall be applicable:

1. Modification and Amendment of Grant. This Grant is subject to revision as follows:

a. Modifications by Operation of Law

This Grant is subject to such modifications as may be required by changes in federal or state law or regulations promulgated pursuant thereto. Any such required modification shall be incorporated into and be made part of this Grant as fully as if set forth herein. The Office shall notify the Grantee of any pending implementation of, or proposed amendment to, such regulations which could affect the operation of the program, within a reasonable period of time after the Office is so notified.

b. Modifications in Budget

If the Grantee has reasons to believe that its operation for the grant period will vary from the amounts budgeted by program activity, it shall request approval of the Office in writing prior to the anticipated variation. Said request shall give the reasons for the anticipated variation, whether the total Grant shall be completed within the limits of the budget, and the suggested corrective action. In no event shall the Grantee make any change in program activity amounts which increases the total budget without prior approval of the Office. Failure of the Grantee to request approval of the Office of anticipated budget variations shall be deemed sufficient reason for the Office to disallow costs incurred at more than the amount budgeted for the program activity as set forth in Part V (Grant Budget), even if the total costs incurred are within the limits of the total grant budget. If the Office grants the budget revision, the Office shall give the Grantee a revised expenditures summary incorporating the change.

c. Other Modifications by Office or Grantee

If either the Office or the Grantee desires to modify the terms of this Grant other than as set forth in Paragraphs 1.a. and 1.b., above, written notice of the proposed modification shall be given to the other party. No modification shall take effect unless agreed to in writing by both the Office and the Grantee, except that if the Office gives the Grantee notice of a proposed modification without prior approval of the Grantee, the failure to object by the Grantee within thirty (30) calendar days shall be deemed acceptance by the Grantee, and the proposed modification shall be effective upon receipt by the Grantee.

d. Program Amendments

The Office will consider program amendments if they are necessitated by actions beyond the control of the Grantee. The Grantee shall request prior approval for all program amendments involving new activities or significant alteration of existing activities or beneficiaries. Approval will be subject to the following:

(1) New or significantly altered activities will be evaluated in accordance with the criteria applicable at the time of the original application.

(2) Consideration shall be given to whether a newly-proposed activity can be completed promptly.

2. Waivers. A waiver of any condition of this Grant must be in writing from the Director of the Office or his designee.

3. Monitoring and Evaluation. The Office will monitor and evaluate the progress of the grant activities authorized under this Agreement. Activities will be monitored for compliance with state and federal rules, regulations, and requirements periodically throughout the grant period. Activities will also be subject to monitoring and evaluation by the U.S. Department of Housing and Urban Development (HUD).

4. Programmatic Reports. Grantee will submit program progress and accomplishment reports as required by the Office in the Special Grant Conditions.

5. Sanctions. If the Office determines that the Grantee is not complying with the requirements of this Grant Agreement or other state or federal laws, the Office shall take whatever action it deems appropriate. Such action may include: (a) issuance of a warning letter, (b) conditioning a future grant, (c) directing Grantee to stop incurring costs, (d) requiring some or all Grant funds to be remitted to the Office, (e) reducing the levels of funds Grantee would otherwise be entitled to, and (f) electing not to provide future grant funds to the Grantee until appropriate actions have been taken to insure program compliance.

6. Suspension. If Grantee fails to comply with any of the terms or conditions of the Grant award, the Office may, after notice to the Grantee, suspend the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of Grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with provision 7 hereof. The Office may determine to allow costs which the Grantee could not reasonably avoid incurring during the period of suspension, provided such costs were necessary for the conduct of the activity.

7. Termination. This Grant may be terminated as follows:

a. Termination Due to Loss of Funding

This Grant shall terminate in full or in part, at the discretion of the Office, in the event that the Office suffers a loss of funding or termination of the federal grant which permits it to fund in full or in part the Grantee so that it is unable to make payment to the Grantee. In the event the Office suffers such a loss of funding in full or in part, the Office shall give the Grantee written notice setting forth the effective date of full or partial termination, or, if a change in funding is required, setting forth the change in funding and any attendant changes in the approved budget.

b. Termination for Noncompliance with Grant Conditions

If the Office determines that the Grantee has failed to comply with the terms and conditions of the Agreement, the Office may terminate the Grant in whole, or in part, at any time before the date of completion. The Office shall promptly notify the Grantee in writing of this determination to terminate, reasons for such termination, and the effective date of the termination. Payments made to Grantee or recoveries by the Office shall be in accord with the legal rights and liabilities of the parties.

c. Termination for Convenience

The Office or the Grantee may terminate the Grant in whole or in part, when the Office and Grantee agree that continuation of the program objectives would not produce beneficial expenditures of funds. The Office and the Grantee shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Office shall allow full credit to the Grantee for the Office's share of the non-cancellable obligations, properly incurred by the Grantee prior to termination.

8. Audits and Inspections. The Grantee will, as often as deemed necessary by the Office or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Office or Comptroller General of the United States, or any of their duly authorized representatives, to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant for three years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The Grantee shall include in all its contracts under this Grant provision that the Office or Comptroller General of the United States, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract for three years from the final payment under this Agreement. A grantee receiving \$500,000 or more in federal funds during any given reporting period shall submit to the Office an

audit report for that period in accordance with the requirements of OMB Circular No. A-133.

9. City Not Liable. To the extent allowable by Illinois law, Grantee shall defend, indemnify and save the City of Springfield harmless from any and all loss, claims, demands and actions based upon or arising out of any service performed by the Grantee or by its associates and employees under this Agreement or in any way accruing against the City in consequence of this Agreement, or which may in any way result therefrom.

10. Interest of Public Officials and Employees. In addition to conflict of interest requirements in OMB Circulars A-102 and 24 CFR Part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, governmental recipient, or nonprofit recipient (or of any designated public agency) that receives Community Development Block Grant amounts and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in a decision-making process, gain inside information with personal or financial interest or benefit from the activity, may have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11. Bonus or Commission. The Grantee shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by the Office which may be necessary to accomplish program objectives.

12. Equal Employment Opportunity.

a. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap.

b. The Grantee shall cause or require to be inserted in full in any contract and subcontract work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

13. Discrimination. The Grantee shall refrain from unlawful discrimination in employment and will undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination, in accordance with the Illinois Human Rights Act and applicable federal law.

14. Integration Clause. It is agreed between the parties that this Grant Agreement, with attachments, as written, is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

15. Severability Clause. If any such provision under this Grant or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Grant which can be given effect without the invalid provision or application.

16. Certifications. The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has any official, agent or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee. The Grantee further certifies that it has not been barred from bidding on or receiving state contracts as a result of illegal bid rigging or bid rotating, as defined in 720 Illinois Compiled Statutes 5/ 33E-3 and 33E-4, as amended.

17. Workmen's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workmen's Compensation Insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for Workmen's Compensation, Social Security, and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

18. Assurances. The Grantee shall comply with all requirements of the U.S. Department of Housing and Urban Development pertaining to the acceptance and use of federal Community Development Block Grant funds as promulgated in 24 CFR Part 570.

19. Interest on Grant Funds. All income earned on funds held by the Grantee under this Grant shall become part of the grant principal when earned in accordance with 24 CFR 85.25; however, income earned on grant funds may be retained by the Grantee when, in the opinion of the Office, the cost of accounting for the income or allocating the income to the grant principal is significant in comparison to the income earned.

20. Grant Close-out. The Grantee shall submit any required close-out documents or within 30 days of the expiration of the Grant Agreement, whichever occurs first, refund to the Office any balance of funds which were unobligated at the end of the grant period.

21. Special Grant Conditions. In addition to the general terms and conditions that appear in this Part, the Special Grant Conditions noted below are hereby incorporated into this Agreement.

22. Program Income. Program income is defined as gross income received by the Grantee that has been directly generated from the use of CDBG funds as defined in 24 CFR 570.500. When program income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. The Special Grant Conditions shall specify whether program income received is to be returned to the Office or retained by the Grantee. Where program income is to be retained by the Grantee, the Special Grant Conditions shall specify the activities that will be undertaken with the program income. All provisions of this Agreement shall apply to the specified activities. When the Grantee retains program income, transfers of grant funds by the Office to the Grantee shall be adjusted according to the principles described in 24 CFR 570.504. Program income on hand when this Agreement expires or is terminated, or received after the Agreement's expiration, shall be paid to the Office as required by the Special Grant Conditions.

23. Personal Property Management. The management of all personal property acquired with CDBG funds shall conform to the standards contained in Attachment N of OMB Circular No. A-110, except for paragraph 3 concerning standards for real property and except that paragraphs 6 and 7 are modified so that:

- a. In cases in which personal property is sold, the proceeds shall be program income; and
- b. Personal property not needed by the Grantee for CDBG activities shall be transferred to the Office or shall be retained after compensating the Office.

24. Equipment Purchases. Subject to the obligations and conditions contained in 24 CFR 85.32, title to equipment acquired pursuant to this Agreement will vest in the Grantee. The Grantee shall maintain an inventory log of all such equipment in accordance with 85.32(d). Such equipment may be used by the Grantee in the activity for which it was acquired as long as needed and whether or not the activity continues to be supported by CDBG funds.

25. Procurement Procedures. Grantee shall conduct procurement transactions so as to provide full and open competition which is consistent with the standards contained in 24 CFR 85.36.

26. Contract Provisions. Grantee shall comply with the following provisions as applicable. All contracts awarded by Grantee shall contain the following provisions as applicable.

(a) Equal Employment Opportunity-All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations as 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(b) Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c, as amended)-All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

(c) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7, as amended)-When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

(d) Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333, as amended)-Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of Act, each contractor shall be required to compute the wage of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contents for transportation or transmission of intelligence.

(e) Rights to Inventions Made Under a Contract or Agreement-Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and cooperative Agreements,” and any implementing regulations issued by HUD.

(f) Clean Air Act (42 U.S.C. 7401 et seq. , as amended) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended-Contracts and subgrants of amounts in excess

of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

(g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, as amended)-Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure are forwarded from tier to tier up to the recipient.

(h) Debarment and Suspension (E.O.s 12549 and 12689)-No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase thresholds shall provide the required certification regarding its exclusion status and that of its principal employees.

(i) Drug-Free Workplace Requirements-The Drug-Free Workplace Act of 1988 (42 U.S.C. 701, as amended) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

(j) Pursuant to section 38.15 of the City Code, public works projects in excess of \$50,000 require a project labor agreement.

(k) All labor will be reported through EPrism software. The contractors must register and report the prevailing wage through this system in order to be compliant with the Grant conditions and receive reimbursement.

(l) This Agreement calls for construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages"

SPECIAL GRANT CONDITIONS

1. Compensation. The Office will reimburse Grantee based on the submission of payment requests that demonstrate the incurrence of direct costs that have been or will be paid by Grantee.
2. Program Income. All activity-generated program income shall be returned to the Office.
3. Programmatic Reports. The Grantee shall make per project reports to the Office regarding the terms and conditions of the Agreement, including progress made toward meeting HUD's national objective of benefit to low to moderate income households.
4. Davis-Bacon. If the Grantee will enter into a third-party construction contract to accomplish all or any part of the work authorized by this Agreement and the provision of the Davis-Bacon Act (DBA) shall apply when applicable.
5. Project Labor Agreement Pursuant to section 38.15 of the City Code, public works projects in excess of \$50,000 require a project labor agreement.
6. Environmental Review No funds (HUD or non-HUD sources) will be committed until after the completion of the environmental review process and is dependent on the evaluation from the environmental review process.
7. Reporting payroll through EPRISM software. All labor will be reported through EPrism software. The contractors must register and report the prevailing wage through this system in order to be compliant with the Grant conditions and receive reimbursement.
8. Illinois Prevailing Wage Any agreement to provide an amount of \$25,000 or greater of tax increment funds or **other public funds** entered into by the city with a redeveloper for the purpose of implementing a redevelopment plan or project under 65 ILCS 5-74.4-1 et seq. shall include a provision, unless otherwise approved by a majority vote of the city council, requiring all contracts for work to be performed within the redevelopment project area and which is funded by public funds to comply with the Illinois Prevailing Wage Law.
9. Conditions Precedent to this Agreement. As a condition precedent to this Agreement, the organization shall notify the City of any potential or pending claims or violations against the organization. In addition, the nonprofit organization must be in responsible financial standing. No applicant will be awarded funds until the financial administration of all active or prior grants or contracts are current. This includes the submission of all required financial information. All bills of collection and funds due the City must be paid.

PART IV

ASSURANCES

The Grantee hereby assures and certifies with respect to this Agreement that:

1. Grantee possesses legal authority to apply for the Grant and to execute the proposed program.
2. Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application for this Grant, including all understandings and assurances contained herein and directing and authorizing the person identified as the official representative of the applicant to act in connection with this Agreement and to provide such additional information as may be required.
3. Grantee certifies that no renovation, major rehabilitation or conversion activity funded by this Grant will:
 - a. Have an adverse effect on property which is 1) listed on the National Register of Historic Places, 2) located in an historic district, 3) located immediately adjacent to a property which is listed on the Register, or 4) deemed by the State Historic Preservation Officer (SHPO) to be eligible for listing on the Register;
 - b. Take place in a 100-year floodplain designated by map by the Federal Emergency Management Agency (FEMA), unless the community in which the area is situated is participating in the National Flood Insurance Program and regulations thereunder, or less than a year has passed since FEMA notification regarding such hazards, in which case the Grantee ensures that flood insurance on the structure has been obtained;
 - c. Jeopardize the continued existence of an endangered or threatened species as designated by the U.S. Department of the Interior (Fish and Wildlife Service) or the U.S. Department of Commerce (National Marine Fisheries Service) or affect the critical habitat of such a species;
4. Grantee will comply with the applicable requirements of the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
5. Grantee will not employ, award contracts to, or otherwise engage the services of a contractor during a period in which that contractor is debarred, suspended or otherwise given ineligibility status under the provisions of 24 CFR Part 24.
6. Grantee will comply with the Uniform Federal Accessibility Standards (24 CFR Part 40, Appendix A) for major rehabilitation or conversion activities.

7. Regarding nondiscrimination, Grantee will comply with the following:

(a) 42 U.S.C. 5309, as amended, which provides that no person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant funds made available pursuant to the Act;

(b) The Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., as amended), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance;

(c) The Civil Rights Act of 1968 (42 U.S.C. 3601 et seq., as amended), popularly known as the Fair Housing Act, which provides that the policy of the United States is to ensure, within constitutional limitations, fair housing throughout the United States, and which prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status;

(d) Executive Order 11063, as amended by Executive Order 12259, directing HUD to take all actions necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin in the sale, leasing, rental, or other disposition, of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the federal government. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107;

(e) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07, as amended) and the prohibitions against discrimination against handicapped individuals under the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq., as amended);

(f) The requirements of Executive Order 11246 and the regulations issued under the Order at 42 CFR Chapter 60; and

(g) Requirements of Executive Orders 11625, 12432 and 12136. The Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this program.

8. Grantee will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with

the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

9. Grantee will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

10. The Grantee agrees that no funds granted hereunder shall be used for any partisan or nonpartisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

11. Grantee will give the Office, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the Grant.

12. Grantee will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

13. Grantee will comply with the flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973, P. L. 93-234, 87 Stat. 975, and approved December 31, 1973. Section 103(a) required, on or after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the U. S. Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

14. Grantee will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 and Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq., as amended) by:

(a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR 800.8) by the proposed activity, and

(b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

15. Grantee will conduct eligible project activities in such a manner as to protect fully prime agricultural farm land from irreversible conversion to uses which result in its loss as an environmental or essential food production resource.

16. Grantee agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act (775 Illinois Compiled Statutes, 5/1-101, et seq., as amended).

17. Grantee agrees that any buildings for which any Grant amounts are used for renovation, conversion, or major rehabilitation will meet the local government's standard of being in safe and sanitary condition.

18. Grantee agrees that any real property under the Grantee's control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 shall be used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this agreement or disposed of in a manner that results in the Office being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to non-CDBG funds.

19. Grantee agrees that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under the Grant shall be paid wages at rates not less than those prevailing on similar construction activities in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, 3142, as amended). By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701, et seq., as amended) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains eight (8) or more units.

20. Grantee certifies, to the best of his or her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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PART V

BUDGET

PROGRAM ACTIVITY	AMOUNT BUDGETED
Modernization and Repair of two elevators	\$446,000
Organization Contribution	\$256,000
TOTAL CDBG FUNDS:	\$190,000.00

PART VI

DESCRIPTION OF WORK

I. Description

Grantee is a local, private nonprofit corporation which is incorporated under the General Not for Profit Corporation Act of the State of Illinois. During the grant period, which began **October 1, 2024 and ends September 30, 2025**, the Grantee will receive from the Office a grant in an amount which does not exceed the sum of **One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00)** in Community Development Block Grant (CDBG) funds to modernize and repair two elevators.

This activity is eligible for the use of the City's CDBG Public facility funds under Public Facility and Improvements 570.201(c). Acquisition, construction, conversion, reconstruction, rehabilitation or installation of public improvements or facilities (except for buildings for the general conduct of government)

II. Project Management

This activity will be administered by Gus Gordon, Executive Director.

III. Project Activities Summary

<u>Activities</u>	<u>CDBG</u>	<u>Other</u>	<u>Total</u>
Modernization and repair of two elevators	\$190,000	\$256,000	\$446,000

All work must be paid at Prevailing WAGE- Prevailing Wage reports must be submitted with Payout Requests

DEPOSITORY/AUTHORIZED SIGNATURE DESIGNATION FORM

Hoogland Center for the Arts
SUBRECIPIENT AGREEMENT NO: 24-SR-0011

The following individuals are designated as authorized signatories for the following grant documents:

The following individuals are designated as authorized signatories for the following grant Documents:

Grant Awards*	Gus Gordon, Executive Director
Invoice Vouchers*	Gus Gordon, Executive Director
Expenditure Summary and Payment Request Form*	Gus Gordon, Executive Director

* Use additional pages if necessary.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

08/20/24

OFFICE REQUESTING: Office of Planning & Economic Development

CONTACT PERSON: Julia Cave

PHONE NUMBER: 789-2377

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

TYPE OF ORDINANCE: Subrecipient Agreement

FISCAL IMPACT: \$190,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT TO ENTER INTO SUBRECIPIENT AGREEMENT (24-SR-0011) WITH HOOGLAND CENTER FOR THE ARTS FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$190,000 FOR THE MODERNIZATION AND REPAIR OF TWO ELEVATORS.

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

Subrecipient Agreement

CONTRACTOR / VENDOR NAME: Hoogland Center for the Arts

VENDOR NO: 0SPR1037

CONTRACT TERM:

Change in Scope

Yes

☐

No

☒

CONTRACT AMOUNT:

\$190,000.00

(Original amount if change order)

n/a

Change Order #

\$0

Additional Amount

Method of Purchase (check one)

Previous Ord #'s none

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

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	CDBG	2110	\$190,000.00
2						
3						
4						

COMMENTS

AN ORDINANCE AUTHORIZING THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT TO ENTER INTO SUBRECIPIENT AGREEMENT (24-SR-0011) WITH HOOGLAND CENTER FOR THE ARTS FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$190,000 FOR THE MODERNIZATION AND REPAIR OF TWO ELEVATORS.

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

SIGN OFF:

(Mayor's Signature)

GEN

(Director of DBM)

AN ORDINANCE AUTHORIZING A COMMUNITY HOUSING DEVELOPMENT ORGANIZATION ("CHDO") SUBRECIPIENT AGREEMENT 24-SR-0010 WITH GROWTH INTERNATIONAL, INC. FOR THE REHABILITATION OF A PROPERTY LOCATED AT 218 E. LAWRENCE, UTILIZING CHDO FUNDS, IN AN AMOUNT NOT TO EXCEED \$280,000.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, the City of Springfield has previously passed ordinances to accept various grants and loans from the Department of Housing and Urban Development for the City of Springfield's HOME Program; and

WHEREAS, HOME Program guidelines required the City of Springfield to set aside a percentage of its annual allocation for not-for-profit Community Housing Development Organizations (CHDO) to develop low income housing; and

WHEREAS, Growth International, Inc. has applied for CHDO funds in the amount of \$280,000.00 for rehabilitation of a property located at 218 E. Lawrence Street to be rented to a low-moderate income family; and

WHEREAS, the City of Springfield Office of Planning and Economic Development has determined that Growth International, Inc. meets the criteria to be designated as a CHDO and is eligible to enter into Subrecipient Agreement No. 24-SR-0010 utilizing Community Housing Development Organization (CHDO) funds in an amount not to exceed \$280,000.00 for rehabilitation of a property located at 218 E. Lawrence Street to be rented to a low-moderate income family; and

WHEREAS, the proposed Subrecipient Agreement shall be located in the Office of the City Clerk and identified by Grant No. 24-SR-0010.

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

Section 1: The City Council hereby approves the proposed CHDO Subrecipient Agreement for Grant No. 24-SR-0010 with the Growth International, Inc. utilizing the City's CHDO funds in an amount not to exceed \$280,000.00 rehabilitation of a property located at 218 E. Lawrence Street to be rented to a low-moderate income family. The Mayor and Clerk are authorized to enter into a Subrecipient Grant Agreement for the Project.

Section 2: The Office of Budget and Management is hereby authorized and directed to provide payment to Growth International, Inc. in the amount not to exceed \$280,000.00 pursuant to the terms and conditions of Subrecipient Agreement No. 24-SR-0010 from account number 001-111-DEVL-HOME-2110.

Section 3: This ordinance shall become effective immediately upon its passage.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 8/13/24

Office of Corporation Counsel / Date

HOME INVESTMENT PARTNERSHIP PROGRAM

HOME DEVELOPMENT AGREEMENT

CHDO 24-SR-0010

THIS AGREEMENT MADE on this _____ day of _____, 2024 by and between **Growth International Inc.**, an Illinois nonprofit corporation, whose address is **2525 Taylor Avenue Springfield, IL** and the successors, heirs, and assigns (all of whom are collectively called "AWARDEE" or "OWNER" in this Agreement), and the City of Springfield, Illinois, a municipal corporation, acting by and through the Springfield Office of Planning and Economic Development (referred to as the "CITY" in this Agreement), 800 East Monroe St Springfield, Illinois. This Agreement is executed by the AWARDEE for the purpose of obtaining a GRANT from the CITY in the maximum sum of **TWO HUNDRED EIGHTY THOUSAND DOLLARS (\$280,000.00)** (called the "GRANT FUNDS" in this Agreement) to be used to pay the costs of the "PROJECT". PROJECT SCOPE to create an affordable rental unit, located at **218 East Lawrence Springfield, IL** (referred to in this Agreement as the "Property" and is more particularly described in **Exhibit A** which is hereby incorporated and made a part hereof).

This AGREEMENT is made by the CITY under the authority of the HOME Investment Partnership Program (called "HOME" herein) as enacted into law under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 et seq., as amended) (hereinafter called the "Act") and the regulations issued by the Secretary of the U.S. Department of Housing and Urban Development (called "HUD" herein) at 24 CFR Part 92.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the AWARDEE has been certified by the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE CITY AGREES TO MAKE AND THE AWARDEE AGREES TO ACCEPT THE AGREEMENT DESCRIBED ABOVE UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. Act and Regulations

As an inducement to the CITY to provide the GRANT FUNDS, the AWARDEE has agreed to enter into THIS AGREEMENT and consents to be regulated and restricted as herein provided and by the Act, the rules and regulations of the HOME Program, the policies and procedures of HUD promulgated there under, all as the same may be amended from time to time. AWARDEE agrees to adhere to the HOME program limitations more fully described in EXHIBIT C of this AGREEMENT.

2. Purpose of Agreement

The purpose of this Agreement is to express the mutual obligations and commitment of the AWARDEE and the CITY to take those actions necessary and appropriate to develop the PROPERTY as affordable housing.

3. Project Scope

- A. The AWARDEE represents and warrants to the CITY that the AWARDEE will perform the work required to complete the PROJECT, as more thoroughly described in EXHIBIT B of this AGREEMENT, and meet its obligations under this AGREEMENT in a timely and professional manner, using knowledge and generally acceptable standards, and will provide a standard of care equal to, or superior to, care used on similar projects.
- B. The AWARDEE shall perform the work required to complete the PROJECT in adherence to all local, state, and federal requirements, codes, and laws. AWARDEE shall be required to provide all equipment, materials, labor, and clerical support required in connection with the PROJECT and any expenses relating thereto.
- C. The date on which the final HOME-assisted unit is determined by the CITY to satisfy all HOME program requirements for PROJECT completion shall be referred to as the PROJECT Closeout Date (hereinafter called the "PROJECT Closeout Date").

4. Construction Oversight and Inspections

Until the PROJECT Closeout Date, the AWARDEE shall make progress reports to the CITY every sixty (60) days in such detail as may be reasonably requested by the CITY. Such progress reports may take the form of an AIA Contractor's Affidavit or by any other means approved by the CITY.

AWARDEE will permit the CITY to conduct progress and final inspections of construction to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

The CITY reserves the right to inspect records and PROJECT sites to determine that reimbursement and compensation requests are reasonable.

The City shall have free access and right of entry at any reasonable time of the day to inspect all or any portion of the Property. These inspections are for the benefit of the CITY to ensure that construction is in accordance with all HOME regulations, local building standards and local codes. In the event of any such inspection, the CITY may inform the AWARDEE of any noncompliance, but the CITY shall not issue direct orders or instructions to the contractor or subcontractor performing the work, except as authorized by the AWARDEE.

The AWARDEE shall take all steps necessary to assure that the CITY is permitted to examine and inspect such work, and all contracts, materials, equipment, fixtures, payrolls and conditions of employment pertaining to the work, and all relevant data, books and records of the AWARDEE to comply with 92.508 (a)(3).

5. Disbursement of GRANT FUNDS

The Grantee is hereby authorized to incur costs against this Grant during the grant period beginning **September 15, 2024 to October 1, 2025**. Grantee's authorized signature shall constitute acknowledgment of the Grantee's acceptance of this Grant and the terms and conditions, budget, and assurances set forth herein.

The AWARDEE shall provide all requests for GRANT FUNDS disbursements in a form acceptable to the CITY. Requests for GRANT FUNDS shall only include items eligible under the HOME Program and will not exceed the amount of GRANT FUNDS needed to meet immediate cash needs for eligible costs associated with the development of the PROPERTY.

All requests must conform with the approved PROJECT budget provided in Exhibit B. The CITY must provide written approval for all budget revisions prior to payment of any expenses not conforming to the approved PROJECT budget.

To the extent determined necessary, the CITY may also require the AWARDEE to provide documentation, such as title evidence, waiver of liens, certified payroll records, and other records necessary to demonstrate compliance with HOME regulations before disbursement of GRANT FUNDS. Such documentation shall be in a form acceptable to the CITY and shall cover all work done, labor performed and materials (including equipment and fixtures) furnished for the PROJECT. The CITY reserves the right to hold disbursement of GRANT FUNDS until adequate documentation has been provided and reviewed. The CITY shall promptly process and make payment on all GRANT FUNDS disbursement requests on a timely basis once all required documentation is received.

Notwithstanding any other provision of the Agreement, the CITY may withhold the final disbursement of GRANT FUNDS. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and

HOME-assisted units have been placed in service in full compliance with HOME regulations.

All funds for this agreement will be paid to the AWARDEE. If agreed to by all parties, GRANT FUNDS may be disbursed directly to a contractor. An additional document stipulating this arrangement would be needed at that time.

It is understood that upon the completion of the PROJECT, any HOME funds reserved but not disbursed for eligible expenses under this AGREEMENT will revert to the CITY.

6. Provision of Match Funds

The AWARDEE agrees to provide a match contribution in the amount of 10% to the PROJECT that satisfies the HOME requirements provided at 24 CFR 92.218 – 92.222. The AWARDEE agrees to provide documentation of said match contribution to the CITY before the PROJECT Closeout Date.

7. Affirmative Marketing and Policy

The AWARDEE will adopt and follow a written affirmative marketing plan that complies with the requirements of 24 CFR 92.351(a), including marketing and outreach efforts intended to inform eligible persons who are be least likely to purchase the unit. AWARDEE will prominently display HUD's Equal Housing Opportunity logo, slogan or statement on all advertising and marketing of HOME-assisted units. The AWARDEE will maintain records documenting the marketing of the unit, rejection of any purchase offers, and the grounds for the rejection of any purchase offer.

8. Rent and Occupancy Controls

The Grantee shall ensure that any residential dwelling units to be developed with HOME funds shall be subject to HOME rent and occupancy restrictions (24 CFR 92.252) established by HUD for a period of (20) years from the project closeout date (hereinafter called the “Affordability Period”). These rent and occupancy restrictions shall be enforced through a deed restriction or similar covenant recorded in the land records of the Office of Recorder of Deeds, Sangamon County, Illinois, without regard to the terms of any Mortgage or transfer of ownership.

9. Property Standards

The AWARDEE will ensure the Property is developed in compliance with all applicable state and local codes, ordinances, and zoning requirements, HOME standards adopted by the CITY, as well those outlined in 24 CFR 92.251.

The AWARDEE will ensure the Property meets the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as

defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601–3619).

The AWARDDEE will include installation of broadband infrastructure, as this term is defined in 24 CFR 5.100, if the PROJECT scope includes new construction of buildings with more than 4 rental units.

If the PROPERTY includes housing originally constructed before 1978, the AWARDDEE will ensure the Property and all development work satisfy the lead-based paint requirements in 24 CFR part 35 and comply with the Residential Lead-based Paint Hazard Reduction Act of 1992, (42 U.S.C. 4851 ET seq), and any HUD regulations issued pursuant thereto, as such regulations exist on the date of execution of this Agreement by AWARDDEE.

10. Fees

The AWARDDEE is prohibited from charging fees that are not customarily charged in housing. The AWARDDEE may charge a reasonable application fee to prospective tenants.

11. Nondiscrimination

The AWARDDEE agrees to comply with the following regarding nondiscrimination regulations:

- A. The Civil Rights Act of 1964 (42 U.S.C. 2000, et seq.) which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance;
- B. The Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.) popularly known as the Fair Housing Act, which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status;
- C. Executive Order 11063, as amended by Executive Order 12259, directing HUD to take all action necessary and appropriate to prevent discrimination because of race, color, religion, creed, sex or national origin on national property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, Assistances, or contributions agreed to be made by the Federal Government. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107;

- D. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the Prohibitions against discrimination against handicapped individuals under the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.);
- E. The requirements of Executive Order 11246 and the regulations issued under the Order at 42 CFR Chapter 60;

12. Other Federal Requirements

The AWARDEE agrees to comply with and to ensure the enforcement of all requirements of applicable Federal law and regulations, including the Equal Opportunity provisions and Labor Standards requirements, as applicable. The AWARDEE agrees to include such Equal Opportunity provisions and Labor Standards Requirements (if applicable) in any contracts for work financed in whole or in part by this Agreement.

The AWARDEE hereby certifies that it is and will continue to be in compliance with the following:

- A. Equal Employment Opportunity-All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations as 41 CFR part 60, "CITY of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Any contract for the construction or rehabilitation of 12 or more HOME-assisted units under this Agreement must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141, 3142), will be paid to all laborers and mechanics employed in the development of affordable housing involved, and such contracts must also be subject to the overtime provisions, as applicable, of 40 U.S.C. 3701 et seq.
- C. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)-All contracts and subcontracts in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Contracts from the United States").
- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)-Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40

U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of Act, each contractor shall be required to compute the wage of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contents for transportation or transmission of intelligence.

- E. The AWARDDEE shall establish procurement procedures to ensure compliance with federal Debarment and Suspension (E.O.s 12549 and 12689). No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase thresholds shall provide the required certification regarding its exclusion status and that of its principal employees.
- F. The AWARDDEE shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the PROJECT area and contracts for work in connection with the PROJECT be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the PROJECT.
- G. The AWARDDEE agrees that any occupied residential property acquired as part of this Agreement, will comply with 24 CFR 92.353, to provide relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and the Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4644) and 49 CFR Part 24.
- H. Anti-Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the AWARDDEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, AWARDDEE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

AWARDEE shall require that the language of these certifications be included in the award documents for all subawards at all tiers (including subcontracts, subcontracts, and contract under contracts, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

These certifications are a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

13. Termination and Other Remedies

The CITY shall have the unilateral right to suspend and terminate this AGREEMENT if:

- A. Notwithstanding any other provision of this Agreement, the GRANT FUNDS have not been fully advanced by the CITY within four (4) years following the date of this Agreement, unless such period has been extended by the CITY in writing;
- B. The AWARDDEE makes significant changes to the PROJECT SCOPE without the prior written approval of the CITY;
- C. All AWARDDEE's die, become legally incapacitated, or otherwise become legally unable to act prior to the completion of the Improvements;
- D. The AWARDDEE abandons the Property;
- E. Any other event occurs which is or may be declared a material breach of this Agreement.

As used in this Agreement, the terms "terminate" and "termination" refer to the rescission of the CITY's obligation to advance GRANT FUNDS to the AWARDDEE or to recapture GRANT FUNDS already disbursed, and to the cessation of all further performance by the CITY under this Agreement. Termination shall be accomplished by mailing by certified mail or by personally delivering written notice of termination to the AWARDDEE at the address listed above or to any other address of which the AWARDDEE has given the CITY written notice personally or by mail addressed to the CITY's address stated in the introduction to this Agreement. Termination shall be effective on the date the notice is mailed or personally delivered to the AWARDDEE's address, regardless of whether the notice is actually received by the AWARDDEE.

Upon expiration or termination of this agreement, the AWARDEE must transfer to the CITY any HOME funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of HOME funds.

The AWARDEE agrees that if the development of the Property is not completed in accordance with the terms of this Agreement or if this Agreement is terminated as provided above, the AWARDEE shall repay to the CITY the full amount of all GRANT FUNDS previously disbursed.

The CITY shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State, or local law, including recapture of GRANT FUNDS disbursed prior to termination, court costs and attorney fees.

14. Records

During the term of this Agreement and for **five (5)** years thereafter, the AWARDEE shall maintain all plans, books, contracts, personnel and payroll records, documents, and other papers relating to the Property. These records shall at all times be maintained in reasonable condition for proper audit and shall be subject to examination and inspection at any reasonable time by the CITY, HUD and the Comptroller General of the United States and their designees. Specifically, the foregoing includes all records, calculations and information regarding gross monthly rental and tenant incomes, all leases or written notices to tenants and any other records that might be required from time to time by the CITY for the purpose of determining compliance with the HOME Program regulations (24 CFR 92), the Act, and all contracts and agreements relating to the PROJECT.

15. Conflict of Interest

The AWARDEE shall adhere to the Conflict of Interest provisions described at 24 CFR 92.356(f). Specifically, no officer, employee, agent, elected or appointed official, or consultant of the AWARDEE or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the AWARDEE may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability specified in Exhibit C.

Upon written request of the AWARDEE, the CITY may grant an exception to the conflict of interest provisions above, including the use of HOME-assisted units for a project manager or maintenance worker.

16. Scope of Agreement and Liability

Nothing contained in this Agreement shall create any relationship between HUD or the CITY and any contractor or subcontractor employed by the AWARDEE to develop the Property. The CITY's only liability is to the AWARDEE under this Agreement and is limited to making the GRANT FUNDS available under the terms and conditions stated in this Agreement, any related Note, Mortgage, and neither the CITY nor HUD assumes any obligations other than as stated in this Agreement.

17. Assignability

AWARDEE can assign this Agreement only if the CITY also consents in writing to the assignment. The term "AWARDEE" as used in this Agreement refers to each and every party, which executes this Agreement as an "AWARDEE." Each party that executes this Agreement as an AWARDDEE is jointly and severally liable under this Agreement. Notwithstanding such liability, each party executing this Agreement as an AWARDDEE hereby agrees that any such party may act for and bind all such parties ("AWARDEEs") with respect to any right or obligation of a AWARDDEE under this Agreement.

18. Captions

Any captions used in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

19. Drafts Not Offer

No draft of or negotiations regarding this Agreement shall be construed to constitute an offer by any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

20. Severability

If any provision of this Agreement is found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

21. Amendments and Modifications

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound by such change.

The term "AGREEMENT" as used in this AGREEMENT includes any change orders, amendments, waivers, or successor contracts approved by the CITY.

22. Binding Effect

The covenants, conditions, representations, warranties and agreements contained in this agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

23. Governing Law

This Agreement shall be construed pursuant to the laws of the State of Illinois.

24. Counterparts

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

25. Duration

This agreement shall be in effect from its execution date until completion of the Affordability Period defined in Exhibit C of this AGREEMENT unless terminated earlier as provided herein.

26. Miscellaneous Provisions

The AWARDEE shall take note the following miscellaneous provisions:

- A. This Agreement does not authorize an expenditure of City of Springfield funds in excess of the amount authorized by the Springfield City Council unless the Springfield City Council specifically approves an additional expenditure. AWARDEE agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City of Springfield exceeds the amount authorized by the Springfield City Council.
- B. All net proceeds from the rental of HOME-assisted units are considered to be CHDO proceeds as defined by 24 CFR 92.300(a)(2). AWARDEE agrees that all CHDO proceeds resulting in the PROJECT will be used for HOME-eligible activities and agrees to maintain adequate documentation to demonstrate the CHDO proceeds were used for HOME-eligible activities.
- C. The nonprofit organization must be in responsible financial standing. No applicant will be awarded funds until the financial administration of all active or prior grants or contracts are current. This includes the submission of all required financial information. All bills of collection and funds due the City must be paid.
- D. As a condition precedent to this agreement, the organization shall notify the City of any potential or pending claims or violations against the organization.

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SPECIAL GRANT CONDITIONS

1. Compensation. The Office will reimburse Grantee based on the submission of payment requests that demonstrate the incurrence of direct costs that have been or will be paid by Grantee.

2. Programmatic Reports. The Grantee shall make bi-monthly progress reports to the Office regarding the terms and conditions of the Agreement, including progress made toward meeting HUD's national objective of benefit to low to moderate income households.

3. Prevailing Wage Any agreement to provide an amount of \$25,000 or greater of tax increment funds or **other public funds** entered into by the city with a redeveloper for the purpose of implementing a redevelopment plan or project under 65 ILCS 5-74.4-1 et seq. shall include a provision, unless otherwise approved by a majority vote of the city council, requiring all contracts for work to be performed within the redevelopment project area and which is funded by public funds to comply with the **Illinois Prevailing Wage Law**.

4. Davis-Bacon. If the Grantee will enter into a third-party construction contract to accomplish all or any part of the work authorized by this Agreement and the provision of the Davis-Bacon Act (DBA) shall apply when applicable.

5. Project Labor Agreement Pursuant to section 38.15 of the City Code, public works projects in excess of \$50,000 require a project labor agreement.

6. Environmental Review No funds (HUD or non-HUD sources) will be committed until after the completion of the environmental review process and is dependent on the evaluation from the environmental review process.

7. Reporting payroll through EPRISM software. All labor will be reported through EPrism software. The contractors must register and report the prevailing wage through this system in order to be compliant with the Grant conditions and receive reimbursement.

IN WITNESS WHEREOF, the AWARDEE hereby acknowledges that he/she has read and does fully understand the foregoing Agreement.

AWARDEE:

**Kenneth Porter, President
Growth International Inc.**

Date

STATE OF ILLINOIS)

) SS.

COUNTY OF SANGAMON)

I, _____, a Notary Public in and for said County, in the State aforesaid **DO HEREBY CERTIFY** that (AWARDEE) **Kenneth Porter, President**, personally known to me to be the same person or persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notary seal this _____ day of _____, 2023.

Notary Public

CITY OF SPRINGFIELD, ILLINOIS

OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

By: _____
Misty Buscher, Mayor of Springfield, IL

Date

EXHIBIT A: PROPERTY

INCLUDE LEGAL DESCRIPTIONS OF HOME-ASSISTED UNIT

Property Address
218 LAWRENCE ST
SPRINGFIELD, IL 62703

Legal Description
W.H. ALLENS ADDN W 381/2'
N1/2 L22 & W 381/2' L23&24
B5

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT B: BUDGET and SCOPE of WORK

MELOTTE MORSE LEONATTI PARKER, LTD.

213 1/2 S. 6th, Springfield, Illinois 62701-1502.

V: 217 789 9515. F: 217 789 9518.

e-mail: architect@mmllp.com



Independent Cost Estimate

AFCC Growth International

2525 Taylor Street

Springfield, Illinois 62703

Project No. 122030

Remodel & Fit Out

218 Lawrence Street

Date:

7/15/2024

Scope	Cost	Unit	Qty	Value	Remarks
Mobilization	\$1,000.00	Site	1	\$1,000	Cost per site
Clear out basement & repair	\$1,000.00	All	1	\$1,000	
Asbestos abatement	\$3,500.00	LS	1	\$3,500	Glovebag duct tape
Demo concrete	\$4.00	SF	600	\$2,400	Rear yard
Demo rear addition	\$6,500.00	EA	1	\$6,500	Incl disposal
Fill at removed construction	\$25.00	CF	600	\$15,000	Fill & compaction
Porch	\$1,250.00	LS	1	\$1,250	Wood slats, pt, struc.
Remove Side deck	\$1,000.00	LS	1	\$1,000	Wd deck & rails + stair
Rear deck	\$3,250.00	LS	1	\$3,250	Wd deck & rails + stair
Structural Repairs	\$2,500.00	LS	1	\$2,500	Misc. flooring and walls
Baseboard	\$2.25	LF	1200	\$2,700	
Roofing - underlayment and shingles	\$400.00	SQ	43	\$17,200	Tear off and new mat'l
Insulation - Walls Batt	\$2.00	SF	2030	\$4,060	3.5" high density f-glass
Insulation - Attic Blown	\$2.25	SF	840	\$1,890	f-glass (batt at corners)
Doors - Interior	\$450.00	EA	19	\$8,550	HC
Doors -Exterior	\$1,050.00	EA	3	\$3,150	Insulated
Windows	\$882.00	EA	19	\$16,758	
Repair sills	\$500.00	EA	12	\$6,000	Assume 50%
Exterior misc Repair	\$5,000.00	EA	1	\$5,000	Allowance
Exterior Wall	\$32.00	SF	200	\$6,400	Studs, shtg, drywall
Drywall - Walls	\$2.10	SF	10800	\$22,680	w/ painting
Drywall - Ceiling	\$2.20	SF	1530	\$3,366	w/ painting
LVT/Vinyl	\$7.50	SF	915	\$6,863	Incl underlayment
Carpet	\$5.50	SF	640	\$3,520	2nd Floor except Bath
Refinish/repair Stairs	\$500.00	ALL	1	\$500	first to second floor
Replace Stairs	\$4,500.00	Fit	1	\$4,500	Basement
Kitchen	\$350.00	LF	14	\$4,900	Cabs, cntr, etc.
Plumbing - Gen	\$2.50	SF	1530	\$3,825	
Kitchen/Bathroom	\$100.00	Fixt	7	\$700	Shw/tub, Sink, tit
Plumbing - Water heater	\$1,100.00	EA	1	\$1,100	High Efficiency
Gas piping	\$1,000.00	LS	1	\$1,000	new piping in basement
Mechanical	\$11,000.00	LS	1	\$11,000	Furnace / A/C system
Mechanical - Ductwork	\$3.00	SF	1530	\$4,590	new duct/supplies
Electrical - service	\$3,500.00	LS	1	\$3,500	Meter, base and fees
Electrical - Gen	\$7.00	SF	1530	\$10,710	Wiring & Devices
Electrical - lighting	\$250.00	EA	23	\$5,750	
Fence	\$13.50	LF	120	\$1,620	4' chain link
Seeding/grading	\$2,000.00	ALL	1	\$2,000	
Closeout	\$1,000.00	Site	1	\$1,000	
Total Raw Costs				\$202,232	
Bonds (1.5%)			1.50%	\$3,033	
Permits and Fees (1.5%)			1.50%	\$3,033	
Builders Risk Insurance (0.7%)			0.70%	\$1,416	
Contractors Overhead			10.00%	\$20,223	
Contractors Profit			10.00%	\$20,223	
Total Construction Costs				\$250,160	
Professional Fees (Architectural)	\$11,075.00		1	\$11,075	
Reimbursables & Doc. Printing	\$200.00		1	\$200	
Appliances	\$3,500.00		1	\$3,500	
Data/Phone	\$1,200.00		1	\$1,200	
CATV	\$1,200.00		1	\$1,200	
Design & Construc Contingency (%)	\$250,160.37		6%	\$15,010	
Total Soft Construction Costs				\$32,185	
Total Funds Required				\$282,345	

EXHIBIT C HOME PROGRAM REQUIREMENTS (RENTAL)

1. HOME ASSISTED UNITS

218 E. Lawrence is a single family home that consists of 4 bedrooms and two baths.

All HOME-assistance is fixed to the following addresses:

1. 218 E. Lawrence Springfield, IL 62703

2. AFFORDABILITY PERIOD

The AWARDEE shall ensure that all HOME-assisted units satisfy the rent, occupancy, and property standard requirements established by the HOME regulations at 24 CFR 92 for a period of twenty (20) years from the Project Closeout Date (hereinafter called the "Affordability Period"). The AWARDEE agrees to provide the CITY with access to all pertinent records to review compliance with rent, tenant income, and other requirements during the Affordability Period.

3. COVENANTS RUNNING WITH THE LAND

The AWARDEE's covenants set forth herein shall be covenants running with the land and they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor and enforceable by the City of Springfield, its successors and assigns against the AWARDEE, its successors and assigns and every successor in interest to the Property or any part thereof or interest therein, and any person in possession or occupancy of the Property or any part thereof.

The restrictions and requirements set forth in this AGREEMENT shall be enforced through a deed restriction or similar covenant recorded in the land records of the Office of Recorder of Deeds, Sangamon County, Illinois, without regard to the term of any Mortgage or transfer of ownership.

In the event the undersigned transfers the subject premises, the purchaser will be subject to all Federal rules and regulations of the HOME Investment Partnership Program and those specifically outlined in this Agreement for the duration of the Affordability Period.

4. PROPERTY STANDARDS

The AWARDEE will ensure that the Property is maintained in a decent, safe, and sanitary manner for the duration of the Affordability Period and that the Property satisfies all applicable State and local codes, ordinances, and requirements, including the City's adopted HOME property standards. Any property standard deficiencies considered to be health and safety defects must be addressed by the AWARDEE with 72 hours of receipt of written notice by the CITY.

5. INITIAL RENT LIMITS

The HOME-assisted units listed above are subject to the maximum rents of the HOME Program (24 CFR 92.252), updated annually by HUD. For all HOME-assisted units for which the tenant is paying utilities and services, the AWARDDEE shall not charge a contract rent exceeding the maximum rent limit less the approved monthly utility allowance during the Affordability Period. Initial Rent Limits and Utility Allowances are listed below¹.

	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Gross Rent Limit	\$873	\$1,070	\$1,421	\$1,459

6. CHANGES TO RENT LIMITS

The AWARDDEE may only make changes and adjustments to contract rents and the utility allowances for the HOME-assisted units listed above with written approval from the CITY.

7. MAXIMUM TENANT INCOMES

The HOME-assisted units listed above are subject to the maximum tenant incomes contained of the HOME Program (24 CFR 92.252), updated annually by HUD. During the Affordability Period, the AWARDDEE may not approve initial occupancy for a HOME-assisted unit for any household whose income exceeds the current maximum income limit.

Persons in Household	Low HOME 50% of Median Income	High HOME 80% of Median Income
1	37,000	59,150
2	42,250	67,600
3	47,550	76,050
4	52,800	84,500
5	57,050	91,300
6	61,250	98,050
7	65,500	104,800
8	69,700	111,550

¹ Per 24 CFR 92.252(b) (2), HOME-assisted units that receive a Federal or State project-based rental subsidy and the very low-income family pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent, including both the tenant contribution and project-based rental subsidy, is the rent allowable under the Federal or State project-based rental subsidy program.

8. TENANT SELECTION POLICY

The AWARDDEE must adopt and adhere to written tenant selection policies and criteria that are consistent the HOME regulations at 24 CFR 92.253(d). Said policies must include provisions that:

- A. Limit the housing to very low- income and low-income families;
- B. Are reasonably related to the applicants' ability to perform the obligations of the lease;
- C. Do not exclude an applicant based on the use of a housing subsidy, including but not limited to the Housing Choice Voucher Program (24 CFR part 982) or HOME-funded tenant-based rental assistance;
- D. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable;
- E. Give prompt written notification to any rejected applicant of the grounds for any rejection; and
- F. Comply with the VAWA requirements prescribed in § 92.359.

With written approval from the CITY, the AWARDDEE may limit eligibility or give a preference to a particular segment of the population. The City will approve tenant selection policies that provide limitations and preferences that adhere to preferences and priorities described in the CITY's Consolidated Plan and the regulations provided at 24 CFR 92.253(d).

9. TENANT PROTECTIONS

The AWARDDEE agrees that it will comply with the following regarding tenant protections:

All leases for HOME-assisted units must be for not less than one (1) year, unless by mutual agreement between the tenant and the AWARDDEE.

The lease may not contain any of the following provisions:

- A. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the AWARDDEE in a lawsuit brought in connection with the lease;
- B. Agreement by the tenant that the AWARDDEE may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The AWARDDEE may dispose of this personal property in accordance with state law;

- C. Agreement by the tenant not to hold the AWARDDEE or the AWARDDEE's agents legally responsible for any action or failure to act, whether intentional or negligent;
- D. Agreement of the tenant that the AWARDDEE may institute a lawsuit without notice to the tenant;
- E. Agreement by the tenant that the AWARDDEE may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- F. Agreement by the tenant to waive any right to a trial by jury;
- G. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- H. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the AWARDDEE against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

The AWARDDEE or its agent may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by provision of the AWARDDEE's written notice to the tenant specifying the grounds for the action.

The AWARDDEE will adopt and follow tenant protections to comply with The Violence Against Women Act (VAWA) requirements set forth in 24 CFR part 5, subpart L and the requirements of 24 CFR 92.359 in particular.

10. RECORDS

For the duration of the Affordability Period, the AWARDDEE shall submit an annual certification to the CITY, in a format approved by the CITY, that details compliance with the rents, occupancy, property standards, and financial oversight requirements of this Agreement. This annual certification is due within thirty days of the anniversary of the issuance of the Project Closeout Date each year during the Affordability Period and the year following the completion of the Affordability Period.

11. DISPOSITION

Sale of the property to another party before the end of the Affordability Period may only occur with written approval of the CITY, and the purchaser shall assume all obligations of the AWARDDEE under this AGREEMENT.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

08/20/24

OFFICE REQUESTING: Office of Planning & Economic Development

CONTACT PERSON: Julia Cave

PHONE NUMBER: 789-2377

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

TYPE OF ORDINANCE: HOME CHDO AGREEMENT

FISCAL IMPACT: \$280,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT TO ENTER INTO HOME DEVELOPMENT CHDO AGREEMENT (24-SR-0010) WITH GROWTH INTERNATIONAL, INC. FOR THE USE OF HOME FUNDS IN AN AMOUNT NOT TO EXCEED \$280,000 FOR THE REHABILITATION OF A PROPERTY LOCATED AT 218 E. LAWRENCE.

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

HOME DEVELOPMENT CHDO AGREEMENT

CONTRACTOR / VENDOR NAME: GROWTH INTERNATIONAL, INC.

VENDOR NO:

CONTRACT TERM:

Change in Scope

Yes ☐No ☒

CONTRACT AMOUNT: \$280,000.00

(Original amount if change order)

n/a

Change Order #

\$0

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ Other:☐ Low Bid Meeting Specs☐ Exception:☐ Low Evaluated Bid

Code Provision:

Previous Ord #'s none

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	111	DEVL	HOME	2110	\$280,000.00
2						
3						
4						

COMMENTS

AN ORDINANCE AUTHORIZING THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT TO ENTER INTO HOME DEVELOPMENT CHDO AGREEMENT (24-SR-0010) WITH GROWTH INTERNATIONAL, INC. FOR THE USE OF HOME FUNDS IN AN AMOUNT NOT TO EXCEED \$280,000 FOR THE REHABILITATION OF A PROPERTY LOCATED AT 218 E. LAWRENCE. THE HOME WILL BE RENTED TO A LOW-MODERATE INCOME FAMILY.

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

8/12/24

AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT WITH BE NEIGHBORS AFFORDABLE HOUSING FOR VETERANS, INC. FOR THE CONSTRUCTION OF A LEARNING, TECHNOLOGY AND RESOURCE CENTER LOCATED AT 2835 STANTON STREET FOR AN AMOUNT NOT TO EXCEED \$400,000.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, it is in best interest of the City of Springfield, Office of Planning and Economic Development, to enter into Subrecipient Agreement No. 24-SR-0008 with Be Neighbors Affordable Housing for Veterans utilizing the City's Community Development Block Grant ("CDBG") funds in an amount not to exceed \$400,000.00 for the construction of a learning, technology and resource center located at 2835 Stanton Street; and

WHEREAS, the Office of Planning and Economic Development has determined that the project described in Subrecipient Agreement No. 24-SR-0008 involves appropriate expenditures of CDBG funds pursuant to 24 CFR 570.201(c), Public Facilities and Improvements; and meets HUD's broad national objective of benefiting limited clientele, generally presumed by HUD to be principally low- and moderate-income persons under 24 CFR 570.208(a)(2)(i)(A); and

WHEREAS, the proposed Subrecipient Agreement shall be located in the Office of the City Clerk and identified by Grant No. 24-SR-0008.

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

Section 1: The City Council hereby approves the proposed Subrecipient Agreement for Grant No. 24-SR-0008 with Be Neighbors Affordable Housing for Veterans utilizing the City's CDBG funds in and amount not to exceed \$400,000.00 for the construction of a learning, technology and resource center located at 2835 Stanton Street. The Mayor and Clerk are authorized to enter into a Subrecipient Grant Agreement for the Project.

Section 2: The Office of Budget and Management is hereby authorized and directed to provide payment to Be Neighbors Affordable Housing for Veterans in the amount not to exceed \$400,000.00 pursuant to the terms and conditions of Subrecipient Agreement No. 24-SR-0008 from account number 001-111-DEVL-CDBG-2110.

Section 3: This ordinance shall become effective immediately upon its passage.

PASSED: _____, 2024

SIGNED: _____, 2024

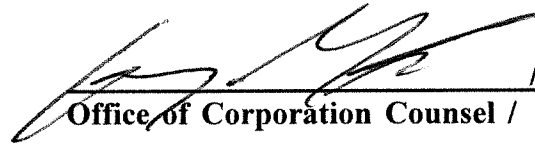
RECORDED: _____, 2002

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 _____, 8/14/24
Office of Corporation Counsel / Date

OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT
CITY OF SPRINGFIELD, ILLINOIS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT
PROGRAM
SUBRECIPIENT AGREEMENT
NO. 24-SR-0008

For

Be Neighbors Affordable Housing for Veterans Learning, Technology and Resource Center

by the

OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT
OF THE
CITY OF SPRINGFIELD, ILLINOIS

800 East Monroe, Room 107

Springfield, Illinois 62701

PART I

2024-333

NOTICE OF GRANT AWARD

Inasmuch as the **Be Neighbors Affordable Housing for Veterans** hereinafter called "Grantee," has satisfied all conditions precedent to the award of a Grant under HUD's Community Development Block Grant (CDBG) Program, the Office of Planning and Economic Development of the City of Springfield, Illinois, hereinafter called the "Office," is hereby making financial assistance available to the Grantee in an amount which does not exceed the sum of **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)** in Community Development Block Grant (CDBG) Entitlement Program funds, CFDA No. 14.218. This Grant is for the purpose of undertaking activities in accordance with requirements of the federal CDBG Program administered by the Springfield Office of Planning and Economic Development. The Grantee agrees to use funds provided under this agreement to comply with the federal rules and requirements that govern the CDBG program and to prepare all necessary information required by the program. The Office has the authority to make such grants pursuant to the Housing and Community Development Act of 1974, as amended.

This Grant includes the following sections, all of which are incorporated into and made a part of this Grant:

Part I	Notice of Grant Award
Part II	Method of Compensation; Fiscal Recording/Reporting Requirements
Part III	Terms and Conditions Governing the Grant
Part IV	Assurances
Part V	Budget
Part VI	Description of Work

This Grant is to be used for the purpose of providing financial assistance to the Grantee named above in order to achieve, at the local level, one of HUD's three broad national objectives, namely, 1) benefit to low- and moderate-income persons; 2) prevention or elimination of slums or blight; or 3) meeting particularly urgent needs, by the undertaking of specific activities to insure measurable program benefits as described in Part VI, Description of Work. In utilizing this financial assistance, the Grantee shall comply with the Terms and Conditions, Assurances, and Budget set forth in this agreement.

Under penalties of perjury, the undersigned certifies that **85-2221177** is its correct Federal Employer Identification Number (FEIN). The organization does business as a:

Individual	Real Estate Agent
Sole Proprietorship	Governmental Entity
Partnership	Tax Exempt Organization [IRC 501(a) only]
Corporation	Trust or Estate
X Nonprofit Corporation	Medical/Health Care Service Provider Corporation

The Grantee is hereby authorized to incur costs against this Grant during the grant period beginning **September 1, 2024 to December 31, 2025**. Grantee's authorized signature below shall constitute acknowledgment of the Grantee's acceptance of this Grant and the terms and conditions, budget, and assurances set forth herein.

GRANTEE
Be Neighbors Affordable Housing for Veterans

CITY OF SPRINGFIELD
Office of Planning and Economic
Development

By: _____
Harvey Hall
President

By: _____
Misty Buscher, Mayor
City of Springfield

Date: _____

FEIN: **85-222177**

DUNS#: **117709971**

PART II

METHOD OF COMPENSATION, FISCAL RECORDING/ REPORTING REQUIREMENTS

1. Compensation to the Grantees. Payments pursuant to this Subgrant are subject to the availability of federal Community Development Block Grant Program funds and their appropriation or authorized expenditure under federal and local law.

For carrying out the program objectives as described in Part VI, Description of Work, the total compensation and reimbursement payable by the Office to the Grantee shall not exceed the sum of **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)**. The total amount payable to the Grantee shall be paid upon the Office's approval of the Grantee's utilization of the project funds in conformance with the Grant Budget and with OMB Circular A-102, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments," and only for project costs which were necessary to complete the program objectives and which are eligible under and meet the provisions of OMB Circular A-87, "Cost Principles for State and Local Governments," and OMB Circulars A-122 and 24 CFR Part 85 as they relate to the acceptance and use of program funds by private nonprofit organizations.

It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)** for all of the activities or services required. This agreement does not authorize an expenditure of City of Springfield funds in excess of the amount authorized by the Springfield City Council unless the Springfield City Council specifically approves an additional expenditure. Grantee agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City of Springfield exceeds the amount authorized by the Springfield City Council.

2. Method of Compensation. The method of compensation shall be in accordance with applicable state and federal laws relative to such compensation by which the Office is governed.

Unless otherwise specified under **Special Grant Conditions**, *infra*, Grantee shall be paid as follows: Payments will be subject to the initiation of an invoice/voucher by the Grantee. Payment shall be by reimbursement only. The Grantee shall maintain appropriate records of actual costs incurred and the beneficiaries of the project described in Part VI. Grantee shall submit to the Office a payment request complete with vouchers, receipts, an expenditure summary and the required statistical information detailed in **Special Grant Conditions**. The Grantee cannot be reimbursed for costs incurred against program activities in excess of the approved grant amount without prior approval of the Office in accordance with Part III, 1.b., of this Agreement.

If the Grantee expends funds contrary to the provisions of this Agreement, such action will

require the repayment of those funds, if the expenditure violates the Grantee's assurances or the statutory provisions. Overpayments of grant funds (unliquidated balance) shall promptly be refunded to the Office, accompanied by either the final expenditure summary report or the audit report. The Grantee agrees to repay the Office any funds that are determined by the Office to have been spent improperly. The Grantee agrees to incur costs only during the grant period defined in Part I of this Agreement. The Grantee agrees to request reimbursement of those costs within 30 days of the end of the grant period. The Office is not obligated to disburse funds after that time.

3. Fiscal Recording/Reporting Requirements. Grantee's financial management system shall be structured to provide accurate, current, and complete disclosure of the financial results of the grant program, in accordance with the reporting requirements contained below. Grantee shall be accountable for all funds received under this Grant and shall maintain effective control over all funds, equipment, property, and other assets acquired under this Agreement as required by the Office. Grantee shall keep records sufficient to permit the tracking of funds to a level of expenditure adequate to insure that funds have not been spent unlawfully or for disallowed costs.

4. Uniform Administrative Requirements and Financial Management.

a. A grantee which is a governmental entity (including public agencies) shall comply with the applicable requirements and standards of OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments"; OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (implemented at 24 CFR Part 84.26); and 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments".

b. A grantee which is not a governmental entity shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular A-21 "Cost Principles for Educational Institutions," as applicable; and with 24 CFR Part 85. Applicable sections of the foregoing are set forth in 24 CFR 570.502.

c. The Grantee shall maintain records, in accordance with 24 CFR 85.20, that adequately identify the source and application of funds for grant-supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

5. The Grantee shall on a per project basis submit to the Office a summary of beneficiaries of the project as described in **Special Grant Conditions** and a summary of the costs incurred and for program activities described in the budget set forth in Part V of this Agreement.

6. The Office reserves the right to conduct special audits, at any time during normal working hours, of funds expended under this Agreement.

PART III
TERMS AND CONDITIONS
GOVERNING THE GRANT

In addition to any special conditions which may appear in Part I, Notice of Grant Award, and in this part, the following general terms and conditions shall be applicable:

1. Modification and Amendment of Grant. This Grant is subject to revision as follows:

a. Modifications by Operation of Law

This Grant is subject to such modifications as may be required by changes in federal or state law or regulations promulgated pursuant thereto. Any such required modification shall be incorporated into and be made part of this Grant as fully as if set forth herein. The Office shall notify the Grantee of any pending implementation of, or proposed amendment to, such regulations which could affect the operation of the program, within a reasonable period of time after the Office is so notified.

b. Modifications in Budget

If the Grantee has reasons to believe that its operation for the grant period will vary from the amounts budgeted by program activity, it shall request approval of the Office in writing prior to the anticipated variation. Said request shall give the reasons for the anticipated variation, whether the total Grant shall be completed within the limits of the budget, and the suggested corrective action. In no event shall the Grantee make any change in program activity amounts which increases the total budget without prior approval of the Office. Failure of the Grantee to request approval of the Office of anticipated budget variations shall be deemed sufficient reason for the Office to disallow costs incurred at more than the amount budgeted for the program activity as set forth in Part V (Grant Budget), even if the total costs incurred are within the limits of the total grant budget. If the Office grants the budget revision, the Office shall give the Grantee a revised expenditures summary incorporating the change.

c. Other Modifications by Office or Grantee

If either the Office or the Grantee desires to modify the terms of this Grant other than as set forth in Paragraphs 1.a. and 1.b., above, written notice of the proposed modification shall be given to the other party. No modification shall take effect unless agreed to in writing by both the Office and the Grantee, except that if the Office gives the Grantee notice of a proposed modification without prior approval of the Grantee, the failure to object by the Grantee within thirty (30) calendar days shall be deemed acceptance by the Grantee, and the proposed modification shall be effective upon receipt by the Grantee.

d. Program Amendments

The Office will consider program amendments if they are necessitated by actions beyond the control of the Grantee. The Grantee shall request prior approval for all program amendments involving new activities or significant alteration of existing activities or beneficiaries. Approval will be subject to the following:

(1) New or significantly altered activities will be evaluated in accordance with the criteria applicable at the time of the original application.

(2) Consideration shall be given to whether a newly-proposed activity can be completed promptly.

2. Waivers. A waiver of any condition of this Grant must be in writing from the Director of the Office or his designee.

3. Monitoring and Evaluation. The Office will monitor and evaluate the progress of the grant activities authorized under this Agreement. Activities will be monitored for compliance with state and federal rules, regulations, and requirements periodically throughout the grant period. Activities will also be subject to monitoring and evaluation by the U.S. Department of Housing and Urban Development (HUD).

4. Programmatic Reports. Grantee will submit program progress and accomplishment reports as required by the Office in the Special Grant Conditions.

5. Sanctions. If the Office determines that the Grantee is not complying with the requirements of this Grant Agreement or other state or federal laws, the Office shall take whatever action it deems appropriate. Such action may include: (a) issuance of a warning letter, (b) conditioning a future grant, (c) directing Grantee to stop incurring costs, (d) requiring some or all Grant funds to be remitted to the Office, (e) reducing the levels of funds Grantee would otherwise be entitled to, and (f) electing not to provide future grant funds to the Grantee until appropriate actions have been taken to insure program compliance.

6. Suspension. If Grantee fails to comply with any of the terms or conditions of the Grant award, the Office may, after notice to the Grantee, suspend the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of Grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with provision 7 hereof. The Office may determine to allow costs which the Grantee could not reasonably avoid incurring during the period of suspension, provided such costs were necessary for the conduct of the activity.

7. Termination. This Grant may be terminated as follows:

a. Termination Due to Loss of Funding

This Grant shall terminate in full or in part, at the discretion of the Office, in the event that the Office suffers a loss of funding or termination of the federal grant which permits it to fund in full or in part the Grantee so that it is unable to make payment to the Grantee. In the event the Office suffers such a loss of funding in full or in part, the Office shall give the Grantee written notice setting forth the effective date of full or partial termination, or, if a change in funding is required, setting forth the change in funding and any attendant changes in the approved budget.

b. Termination for Noncompliance with Grant Conditions

If the Office determines that the Grantee has failed to comply with the terms and conditions of the Agreement, the Office may terminate the Grant in whole, or in part, at any time before the date of completion. The Office shall promptly notify the Grantee in writing of this determination to terminate, reasons for such termination, and the effective date of the termination. Payments made to Grantee or recoveries by the Office shall be in accord with the legal rights and liabilities of the parties.

c. Termination for Convenience

The Office or the Grantee may terminate the Grant in whole or in part, when the Office and Grantee agree that continuation of the program objectives would not produce beneficial expenditures of funds. The Office and the Grantee shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Office shall allow full credit to the Grantee for the Office's share of the non-cancellable obligations, properly incurred by the Grantee prior to termination.

8. Audits and Inspections. The Grantee will, as often as deemed necessary by the Office or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Office or Comptroller General of the United States, or any of their duly authorized representatives, to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant for three years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The Grantee shall include in all its contracts under this Grant provision that the Office or Comptroller General of the United States, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract for three years from the final payment under this Agreement. A grantee receiving \$500,000 or more in federal funds during any given reporting period shall submit to the Office an

audit report for that period in accordance with the requirements of OMB Circular No. A-133.

9. City Not Liable. To the extent allowable by Illinois law, Grantee shall defend, indemnify and save the City of Springfield harmless from any and all loss, claims, demands and actions based upon or arising out of any service performed by the Grantee or by its associates and employees under this Agreement or in any way accruing against the City in consequence of this Agreement, or which may in any way result therefrom.

10. Interest of Public Officials and Employees. In addition to conflict of interest requirements in OMB Circulars A-102 and 24 CFR Part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, governmental recipient, or nonprofit recipient (or of any designated public agency) that receives Community Development Block Grant amounts and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in a decision-making process, gain inside information with personal or financial interest or benefit from the activity, may have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11. Bonus or Commission. The Grantee shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by the Office which may be necessary to accomplish program objectives.

12. Equal Employment Opportunity.

a. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap.

b. The Grantee shall cause or require to be inserted in full in any contract and subcontract work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

13. Discrimination. The Grantee shall refrain from unlawful discrimination in employment and will undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination, in accordance with the Illinois Human Rights Act and applicable federal law.

14. Integration Clause. It is agreed between the parties that this Grant Agreement, with attachments, as written, is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

15. Severability Clause. If any such provision under this Grant or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Grant which can be given effect without the invalid provision or application.

16. Certifications. The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has any official, agent or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee. The Grantee further certifies that it has not been barred from bidding on or receiving state contracts as a result of illegal bid rigging or bid rotating, as defined in 720 Illinois Compiled Statutes 5/ 33E-3 and 33E-4, as amended.

17. Workmen's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workmen's Compensation Insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for Workmen's Compensation, Social Security, and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

18. Assurances. The Grantee shall comply with all requirements of the U.S. Department of Housing and Urban Development pertaining to the acceptance and use of federal Community Development Block Grant funds as promulgated in 24 CFR Part 570.

19. Interest on Grant Funds. All income earned on funds held by the Grantee under this Grant shall become part of the grant principal when earned in accordance with 24 CFR 85.25; however, income earned on grant funds may be retained by the Grantee when, in the opinion of the Office, the cost of accounting for the income or allocating the income to the grant principal is significant in comparison to the income earned.

20. Grant Close-out. The Grantee shall submit any required close-out documents or within 30 days of the expiration of the Grant Agreement, whichever occurs first, refund to the Office any balance of funds which were unobligated at the end of the grant period.

21. Special Grant Conditions. In addition to the general terms and conditions that appear in this Part, the Special Grant Conditions noted below are hereby incorporated into this Agreement.

22. Program Income. Program income is defined as gross income received by the Grantee that has been directly generated from the use of CDBG funds as defined in 24 CFR 570.500. When program income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. The Special Grant Conditions shall specify whether program income received is to be returned to the Office or retained by the Grantee. Where program income is to be retained by the Grantee, the Special Grant Conditions shall specify the activities that will be undertaken with the program income. All provisions of this Agreement shall apply to the specified activities. When the Grantee retains program income, transfers of grant funds by the Office to the Grantee shall be adjusted according to the principles described in 24 CFR 570.504. Program income on hand when this Agreement expires or is terminated, or received after the Agreement's expiration, shall be paid to the Office as required by the Special Grant Conditions.

23. Personal Property Management. The management of all personal property acquired with CDBG funds shall conform to the standards contained in Attachment N of OMB Circular No. A-110, except for paragraph 3 concerning standards for real property and except that paragraphs 6 and 7 are modified so that:

- a. In cases in which personal property is sold, the proceeds shall be program income; and
- b. Personal property not needed by the Grantee for CDBG activities shall be transferred to the Office or shall be retained after compensating the Office.

24. Equipment Purchases. Subject to the obligations and conditions contained in 24 CFR 85.32, title to equipment acquired pursuant to this Agreement will vest in the Grantee. The Grantee shall maintain an inventory log of all such equipment in accordance with 85.32(d). Such equipment may be used by the Grantee in the activity for which it was acquired as long as needed and whether or not the activity continues to be supported by CDBG funds.

25. Procurement Procedures. Grantee shall conduct procurement transactions so as to provide full and open competition which is consistent with the standards contained in 24 CFR 85.36.

26. Contract Provisions. Grantee shall comply with the following provisions as applicable. All contracts awarded by Grantee shall contain the following provisions as applicable.

(a) Equal Employment Opportunity-All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations as 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(b) Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c, as amended)-All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

(c) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7, as amended)-When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

(d) Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333, as amended)-Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of Act, each contractor shall be required to compute the wage of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contents for transportation or transmission of intelligence.

(e) Rights to Inventions Made Under a Contract or Agreement-Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and cooperative Agreements,” and any implementing regulations issued by HUD.

(f) Clean Air Act (42 U.S.C. 7401 et seq. , as amended) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended-Contracts and subgrants of amounts in excess

of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

(g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, as amended)-Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure are forwarded from tier to tier up to the recipient.

(h) Debarment and Suspension (E.O.s 12549 and 12689)-No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase thresholds shall provide the required certification regarding its exclusion status and that of its principal employees.

(i) Drug-Free Workplace Requirements-The Drug-Free Workplace Act of 1988 (42 U.S.C. 701, as amended) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

(j) Pursuant to section 38.15 of the City Code, public works projects in excess of \$50,000 require a project labor agreement.

(k) All labor will be reported through EPrism software. The contractors must register and report the prevailing wage through this system in order to be compliant with the Grant conditions and receive reimbursement.

(l) This Agreement calls for construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages"

SPECIAL GRANT CONDITIONS

1. Compensation. The Office will reimburse Grantee based on the submission of payment requests that demonstrate the incurrence of direct costs that have been or will be paid by Grantee.
2. Program Income. All activity-generated program income shall be returned to the Office.
3. Programmatic Reports. The Grantee shall make per project reports to the Office regarding the terms and conditions of the Agreement, including progress made toward meeting HUD's national objective of benefit to low to moderate income households.
4. Davis-Bacon. If the Grantee will enter into a third-party construction contract to accomplish all or any part of the work authorized by this Agreement and the provision of the Davis-Bacon Act (DBA) shall apply when applicable.
5. Project Labor Agreement Pursuant to section 38.15 of the City Code, public works projects in excess of \$50,000 require a project labor agreement.
6. Environmental Review No funds (HUD or non-HUD sources) will be committed until after the completion of the environmental review process and is dependent on the evaluation from the environmental review process.
7. Reporting payroll through EPRISM software. All labor will be reported through EPrism software. The contractors must register and report the prevailing wage through this system in order to be compliant with the Grant conditions and receive reimbursement.
8. Illinois Prevailing Wage Any agreement to provide an amount of \$25,000 or greater of tax increment funds or **other public funds** entered into by the city with a redeveloper for the purpose of implementing a redevelopment plan or project under 65 ILCS 5-74.4-1 et seq. shall include a provision, unless otherwise approved by a majority vote of the city council, requiring all contracts for work to be performed within the redevelopment project area and which is funded by public funds to comply with the Illinois Prevailing Wage Law.
9. Conditions Precedent to this Agreement. As a condition precedent to this Agreement, the organization shall notify the City of any potential or pending claims or violations against the organization. In addition, the nonprofit organization must be in responsible financial standing. No applicant will be awarded funds until the financial administration of all active or prior grants or contracts are current. This includes the submission of all required financial information. All bills of collection and funds due the City must be paid.

PART IV

ASSURANCES

The Grantee hereby assures and certifies with respect to this Agreement that:

1. Grantee possesses legal authority to apply for the Grant and to execute the proposed program.
2. Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application for this Grant, including all understandings and assurances contained herein and directing and authorizing the person identified as the official representative of the applicant to act in connection with this Agreement and to provide such additional information as may be required.
3. Grantee certifies that no renovation, major rehabilitation or conversion activity funded by this Grant will:
 - a. Have an adverse effect on property which is 1) listed on the National Register of Historic Places, 2) located in an historic district, 3) located immediately adjacent to a property which is listed on the Register, or 4) deemed by the State Historic Preservation Officer (SHPO) to be eligible for listing on the Register;
 - b. Take place in a 100-year floodplain designated by map by the Federal Emergency Management Agency (FEMA), unless the community in which the area is situated is participating in the National Flood Insurance Program and regulations thereunder, or less than a year has passed since FEMA notification regarding such hazards, in which case the Grantee ensures that flood insurance on the structure has been obtained;
 - c. Jeopardize the continued existence of an endangered or threatened species as designated by the U.S. Department of the Interior (Fish and Wildlife Service) or the U.S. Department of Commerce (National Marine Fisheries Service) or affect the critical habitat of such a species;
4. Grantee will comply with the applicable requirements of the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
5. Grantee will not employ, award contracts to, or otherwise engage the services of a contractor during a period in which that contractor is debarred, suspended or otherwise given ineligibility status under the provisions of 24 CFR Part 24.
6. Grantee will comply with the Uniform Federal Accessibility Standards (24 CFR Part 40, Appendix A) for major rehabilitation or conversion activities.

7. Regarding nondiscrimination, Grantee will comply with the following:

(a) 42 U.S.C. 5309, as amended, which provides that no person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant funds made available pursuant to the Act;

(b) The Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., as amended), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance;

(c) The Civil Rights Act of 1968 (42 U.S.C. 3601 et seq., as amended), popularly known as the Fair Housing Act, which provides that the policy of the United States is to ensure, within constitutional limitations, fair housing throughout the United States, and which prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status;

(d) Executive Order 11063, as amended by Executive Order 12259, directing HUD to take all actions necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin in the sale, leasing, rental, or other disposition, of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the federal government. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107;

(e) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07, as amended) and the prohibitions against discrimination against handicapped individuals under the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq., as amended);

(f) The requirements of Executive Order 11246 and the regulations issued under the Order at 42 CFR Chapter 60; and

(g) Requirements of Executive Orders 11625, 12432 and 12136. The Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this program.

8. Grantee will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with

the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

9. Grantee will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

10. The Grantee agrees that no funds granted hereunder shall be used for any partisan or nonpartisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

11. Grantee will give the Office, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the Grant.

12. Grantee will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

13. Grantee will comply with the flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973, P. L. 93-234, 87 Stat. 975, and approved December 31, 1973. Section 103(a) required, on or after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the U. S. Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

14. Grantee will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 and Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq., as amended) by:

(a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR 800.8) by the proposed activity, and

(b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

15. Grantee will conduct eligible project activities in such a manner as to protect fully prime agricultural farm land from irreversible conversion to uses which result in its loss as an environmental or essential food production resource.

16. Grantee agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act (775 Illinois Compiled Statutes, 5/1-101, et seq., as amended).

17. Grantee agrees that any buildings for which any Grant amounts are used for renovation, conversion, or major rehabilitation will meet the local government's standard of being in safe and sanitary condition.

18. Grantee agrees that any real property under the Grantee's control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 shall be used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this agreement or disposed of in a manner that results in the Office being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to non-CDBG funds.

19. Grantee agrees that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under the Grant shall be paid wages at rates not less than those prevailing on similar construction activities in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, 3142, as amended). By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701, et seq., as amended) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains eight (8) or more units.

20. Grantee certifies, to the best of his or her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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PART V

BUDGET

PROGRAM ACTIVITY	AMOUNT BUDGETED
Construction of the Learning, Resource & Technology Center at the Be Neighbors Affordable Housing for Veterans Community 2835 Stanton Street, Springfield, IL 62703	

TOTAL CDBG FUNDS:	\$400,000.00
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PART VI

DESCRIPTION OF WORK

I. Description

Grantee is a local, private nonprofit corporation which is incorporated under the General Not for Profit Corporation Act of the State of Illinois. During the grant period, which began **September 1, 2024 and ends December 31, 2025**, the Grantee will receive from the Office a grant in an amount which does not exceed the sum of **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)** in Community Development Block Grant (CDBG) funds to construct a Learning, Training and Resource Facility. This will cover the cost of creating a learning and community resource center which that will benefit the Be Neighbors Affordable Housing Veteran Community.

This activity is eligible for the use of the City's CDBG Public facility funds under Public Facility and Improvements 570.201(c). Acquisition, construction, conversion, reconstruction, rehabilitation or installation of public improvements or facilities (except for buildings for the general conduct of government)

II. Project Management

This activity will be administered by Harvey Hall, President.

III. Project Activities Summary

<u>Activities</u>	<u>CDBG</u>	<u>Other</u>	<u>Total</u>
Construction of LTR Center	\$400,000.00	\$0	\$400,000.00

All work must be paid at Prevailing WAGE- Prevailing Wage reports must be submitted with Payout Requests

DEPOSITORY/AUTHORIZED SIGNATURE DESIGNATION FORM

Be Neighbors Affordable Housing for Veterans, Inc.
SUBRECIPIENT AGREEMENT NO: 24-SR-0008

The following individuals are designated as authorized signatories for the following grant documents:

The following individuals are designated as authorized signatories for the following grant Documents:

Grant Awards*

Harvey Hall, President

Invoice Vouchers*

Harvey Hall, President

Expenditure Summary and
Payment Request Form*

Harvey Hall, President

* Use additional pages if necessary.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

08/20/24

OFFICE REQUESTING: Office of Planning & Economic Development

CONTACT PERSON: Julia Cave

PHONE NUMBER: 789-2377

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

TYPE OF ORDINANCE: Subrecipient Agreement

FISCAL IMPACT: \$400,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT TO ENTER INTO SUBRECIPIENT AGREEMENT (24-SR-0008) WITH BE NEIGHBORS AFFORDABLE HOUSING FOR VETERANS, INC. FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$400,000 FOR THE CONSTRUCTION OF A LEARNING, TECHNOLOGY AND RESOURCE CENTER LOCATED AT 2835 STANTON STREET.

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

Subrecipient Agreement

CONTRACTOR / VENDOR NAME: Be Neighbors Affordable Housing for Veterans

VENDOR NO:

CONTRACT TERM:

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$400,000.00

(Original amount if change order)

n/a

Change Order #

\$0

Additional Amount

Method of Purchase (check one)

Previous Ord #'s none

☐ 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

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	CDBG	2110	\$400,000.00
2						
3						
4						

COMMENTS

AN ORDINANCE AUTHORIZING THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT TO ENTER INTO SUBRECIPIENT AGREEMENT (24-SR-0008) WITH BE NEIGHBORS AFFORDABLE HOUSING FOR VETERANS, INC. FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$400,000 FOR THE CONSTRUCTION OF A LEARNING, TECHNOLOGY AND RESOURCE CENTER LOCATED AT 2835 STANTON STREET.

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING A CONTRACT WITH INNER VISION INTERNATIONAL, INC. FOR TRAINING AND MATERIALS ON "THE NEW CONVERSATION" PROGRAM INVOLVING BIAS AND COMMUNITY RELATIONS TRAINING IN AN AMOUNT NOT TO EXCEED \$68,996.00, 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 has sought to bring an additional training for officers in the area of implicit bias, policing in minority communities and creating better relations with those communities; and

WHEREAS, Inner Vision International, Inc. is willing to provide department training sessions, a community training engagement session, books and supplies for an amount not to exceed \$68,996.40; 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 38.42 pertaining to Professional Services; and

WHEREAS, it is in best interest of the City of Springfield and the Springfield Police Department to authorize this contract with Inner Vision International, Inc. for training and materials on "The NEW Conversation" program involving Bias and Community Relations Training for the Springfield Police Department; and

WHEREAS, this purchase is to be partially funded by the Department of Commerce and Economic Opportunity ("DCEO") Community Connections Grant.

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

Section 1: That the City Council hereby authorizes acceptance a contract with Inner Vision International, Inc. for training and materials on "The NEW Conversation" program involving Bias and Community Relations Training for the Springfield Police Department. The Mayor and City Clerk are authorized to execute all 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 Inner Vision International, Inc. (VC*8580) in an amount not to exceed \$68,996.40 from the following account numbers:

001-112-POLC-ILCJ-1232	\$42,600.00
001-112-POLC-POPR-1229	\$26,396.40

TOTAL: \$68,996.40

Section 3: That this ordinance shall become effectively immediately after 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

 , 8/14/24
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Joshua Stuenkel, Deputy Chief
Springfield Police Department

FROM: Mike Lesko, *JML*
Purchasing Agent

DATE: August 13, 2024

SUBJECT: Professional Services Determination

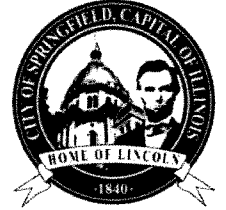
I have reviewed the Ordinance Fact Sheet with Inner Vision International for training and material involving bias and community relations training in an amount not to exceed \$68,996.40 for the Springfield Police Department.

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.



SPRINGFIELD POLICE DEPARTMENT

Inter - Departmental Memorandum



To: Mike Lesko, Purchasing

From: Deputy Chief Joshua Stuenkel

Date: Friday, August 9, 2024

Subject: Sole Source - Inner Visions International

Given the recent events in Springfield and Sangamon County area, the Police Department has sought to bring in additional training for officers in the area of implicit bias, policing in minority communities and creating better relations with those communities.

Through community contacts we became aware of Dwayne Bryant, an international speaker and best-selling author who has developed a program titled "The NEW Conversation - Improving Police and Community Relations", which has been endorsed by congressmen, other police agencies and even the then Illinois Secretary of State, Jesse White. Additionally, Mr. Bryant brings a unique perspective as an alumni of the FBI Citizens Academy and the winner of the 2020 FBI Director's Leadership Award.

Additional factors justifying this program is the timeliness of the request and delivery as well as the scheduling factor needed to provide this training to all members of the Department. the Department feels this training is necessary and based on recent events, should be provided to all members as soon as possible. Mr. Bryan has proposed to provide this training September 17-19, 2024. He has also been worked with the department to develop a schedule with would allow all members of the Springfield Police Department to receive the training over two days with an additional community training element on a third day.

Signature:

CC:

Revised September 2016

2024-334



August 9, 2024

TO: City of Springfield

FROM: Dwayne Bryant

=====

We are honored to have the opportunity to serve as a community partner with **Springfield Police Department**, providing various products and services, including workshops, seminars and/or community forums. We believe sound leadership within both police and community is essential to building bridges and repairing relationships between both communities.

To date, we have provided leadership and engagement within dozens of communities within Illinois, Florida, Seattle, and Tennessee. Our Mission is to help communities improve police and community relations utilizing a commonsense approach, intelligent dialogue and decisive action. With over 27 years of direct community engagement, utilizing our copy-written materials: The STOP, and the STOP Challenge, allows us the unique capabilities to engage SPD in this training.

Based on over 27 years of demonstrated results, we are uniquely positioned to be an asset and partner with the **Springfield Police Department**.

"Before You Can Change Your World... You Must Change Your Vision!"

27 North Wacker Drive, Suite 180 • Chicago, IL 60606 • Phone: (312) 986-0771 • Fax: (312) 986-0772

2024-334-mail: db@dbryant.com • Online at: Inner-Vision-International.com | AboutTheStop.com

Bundle Pricing / A la Carte Menu

Item Description6,	Quantity	Unit Cost	Total Cost
120 Minute Police Training	8	\$7,500	\$60,000
120 Minute Community Engagement	1	\$5,000	<u>\$5,000</u>
		Professional Development	\$65,000
The STOP Bundle Pack			
The STOP Book	100	\$19.99	\$1,999
The STOP Challenge Poster	20	\$3.99	\$79.80
The NEW Conversation Notebook	240	\$7.99	<u>\$1,917.60</u>



Supplies \$3,996.40

NOTE: Inner Vision will donate an additional 50 posters to public participants.

TOTAL: \$68,996.40

ORDINANCE FACT SHEET

DATE OF 1st READING: 8/20/2024OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$68,996.40

SUGGESTED TITLE: Ordinance Authorizing Contract with Inner Vision International Inc in an amount Not to Exceed \$68,996.40 for Training and materials on "The NEW Conversation" program involving Bias and Community Relations Training for the Springfield Police Department.

CONTRACTOR / VENDOR NAME: Inner Vision International IncVENDOR NO: VC*8580CONTRACT TERM: _____ Change In Scope Yes ☐ No ☐CONTRACT AMOUNT: \$68,996.40

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: Prof. Service☐ Exception: _____

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	ILCJ	1232	42,800.00
2	001	112	POLC	POPR	1229	26,396.4
3				POPR		
4						

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

Pricing Proposal, Sole Source Letter

STAFF ANALYSIS

- (8) 120 Minute Training Sessions
- (1) 120 minute Community Engagement Session
- "STOP" Bundle Pack (Books & supplies)

*This contract is to be partially funded by the DCEO Community Connections Grant

FUNDS CHECK BY: County ClerkDate: 08.13.2024DIRECTOR / SUPERVISOR: John StahlDate: 8/12/24CITY PURCHASING AGENT: Michael PeltDate: 8/13/2024

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2024-334

**AN ORDINANCE ACCEPTING QUOTE NUMBER 2715843 AND AUTHORIZING
PURCHASE OF MOTOROLA RADIO EQUIPMENT AND SERVICES FROM
MOTOROLA SOLUTIONS FOR IN AN AMOUNT NOT TO EXCEED \$191,631.00,
FOR THE SPRINGFIELD FIRE DEPARTMENT**

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

WHEREAS, the Springfield Fire Department has a budgeted radio replacement plan of 18 replacement portable radios per year an additional budgeted expenditure for 12 new radios to outfit the crew of Engine 13; and

WHEREAS, Motorola Solutions is willing to provide the desired equipment for an amount not to exceed \$191,631.00 pursuant to Quote Number 2715843; 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 38.42 pertaining to Professional Services; and

WHEREAS, it is in best interest of the City of Springfield and the Springfield Fire Department to utilize Motorola radio for interoperability and compatibility of existing radio cache being all Motorola equipment for Fire Department operations; and

WHEREAS, a copy of Quote Number 2715843 from Motorola Solutions for the purchase of 18 replacement radios as well as 12 new radios to outfit Engine 13 crew for the Springfield Fire Department 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 acceptance of Quote No. 2715843 from Motorola Solutions for the purchase of 18 replacement radios as well as 12 new radios to outfit Engine 13 crew for an amount not to exceed \$191,631.00 for the Springfield Fire Department. The Mayor and City Clerk are authorized to execute all 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 Motorola Solutions (0MOT2800) in an amount not to exceed \$191,631.00 from account number 001-108-FIRE-FOPR-1706 upon satisfactory performance of the agreement.

Section 3: That this ordinance shall become effectively immediately after 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

Office of Corporation Counsel / Date 8/14/24



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

MEMORANDUM

TO: Alivia Carrigan
Springfield Fire Department

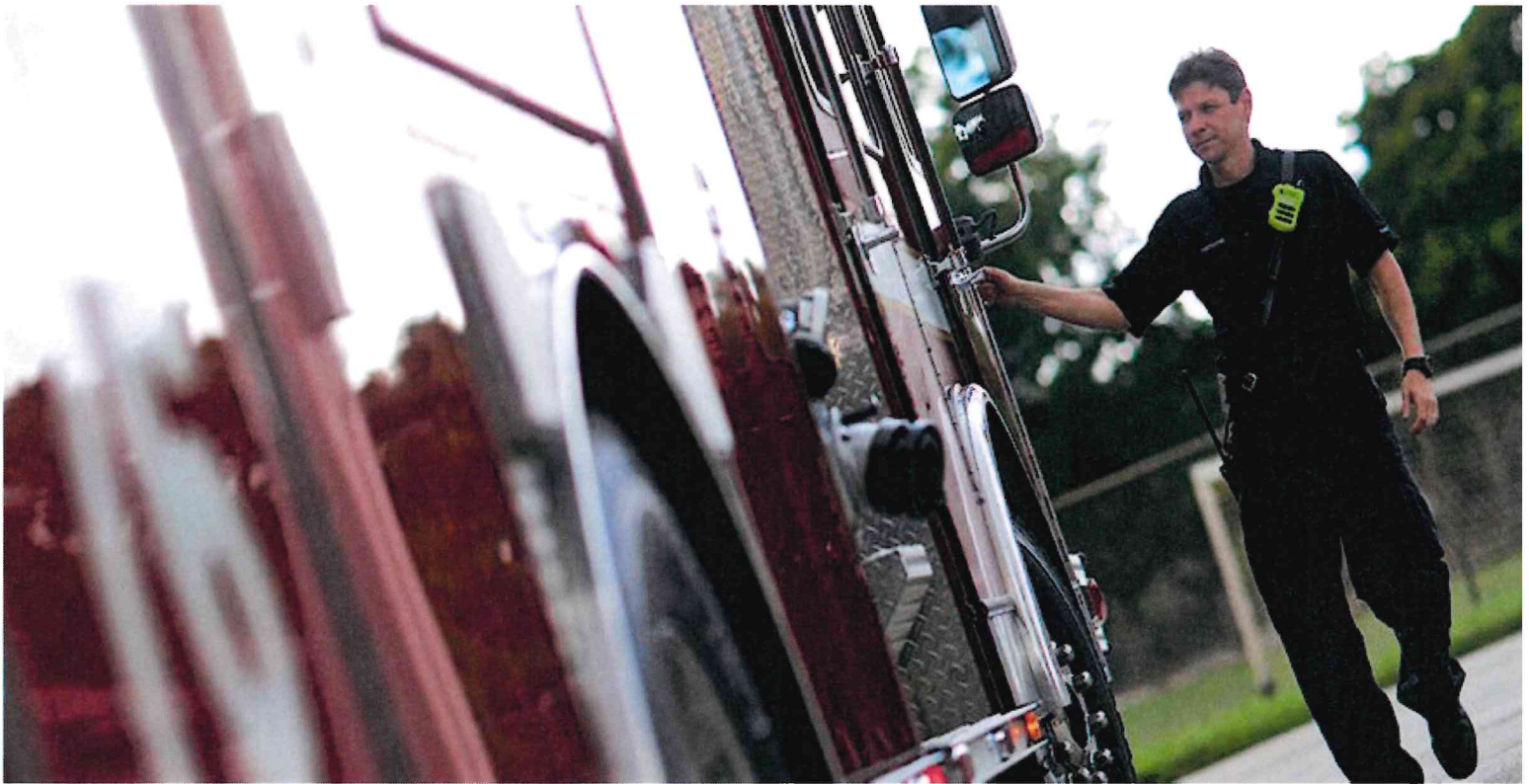
FROM: Mike Lesko, Purchasing Agent *JML*

DATE: August 5, 2024

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet for Motorola Solutions for the purchase of 18 replacement radios as well as 12 new radios to outfit Engine 13 crew for the Springfield Fire Department.

Based on the information provided, I have determined that Motorola radios are a sole source purchase for Springfield Fire Department communication operations. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



SPRINGFIELD FIRE DEPT, CITY OF

07/15/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

2024-335

07/15/2024

SPRINGFIELD FIRE DEPT, CITY OF
300 S 7TH ST RM #210
300 S 7TH ST RM #210
SPRINGFIELD, IL 62701

Dear ,

Motorola Solutions is pleased to present SPRINGFIELD FIRE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SPRINGFIELD FIRE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Shannon Zimmerman at shannon.zimmerman@wirelessusa.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Shannon Zimmerman

Motorola Solutions Manufacturer's Representative



Billing Address:
 SPRINGFIELD FIRE DEPT, CITY
 OF
 300 S 7TH ST RM #210
 300 S 7TH ST RM #210
 SPRINGFIELD, IL 62701
 US

Quote Date:07/15/2024
 Expiration Date:09/13/2024
 Quote Created By:
 Shannon Zimmerman
 shannon.zimmerman@
 wirelessusa.com

End Customer:
 SPRINGFIELD FIRE DEPT, CITY OF
 Contract: 37987 - STARCOM 21, IL
 CMT2028589

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	30	\$3,595.00	\$2,624.35	\$78,730.50
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	30	\$6.00	\$4.38	\$131.40
1b	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP	30	\$386.00	\$386.00	\$11,580.00
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	30	\$0.00	\$0.00	\$0.00
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	30	\$330.00	\$240.90	\$7,227.00
1e	QA02006AA	ENH: APX6000XE RUGGED RADIO	30	\$880.00	\$642.40	\$19,272.00
1f	QA00580AC	ADD: TDMA OPERATION	30	\$495.00	\$361.35	\$10,840.50
1g	H842AZ	ADD: APX6000XE/APX8000XE SINGLE UNIT PKG	30	\$0.00	\$0.00	\$0.00
1h	H38BT	ADD: SMARTZONE OPERATION	30	\$1,320.00	\$963.60	\$28,908.00
1i	QA09113AB	ADD: BASELINE RELEASE SW	30	\$0.00	\$0.00	\$0.00
1j	QA01427AB	ALT: IMPACT GREEN HOUSING	30	\$28.00	\$20.44	\$613.20
1k	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	30	\$567.00	\$413.91	\$12,417.30



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1I	Q173AZ	ADD: SMARTZONE OMNILINK	30	\$220.00	\$160.60	\$4,818.00
2	NNTN8863B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA/LACR PLUG	30	\$186.50	\$136.15	\$4,084.50
3	PMMN4107C	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	30	\$594.00	\$433.62	\$13,008.60

Grand Total

\$191,631.00(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Fire DepartmentCONTACT PERSON: Alivia CarriganEMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: 217-788-8473FISCAL IMPACT: \$191,631.00SUGGESTED TITLE: An ordinance accepting a proposal from Motorola for the purchase of radio equipment and services in an amount not to exceed \$191,631.00 for the Springfield Fire Department.CONTRACTOR / VENDOR NAME: Motorola Solutions VENDOR NO: 0MOT2800CONTRACT TERM: Upon Delivery Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$191,631.00
(Original amount if change order)

Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid

☒ Other: Sole Provider
☐ Exception: _____
Code Provision: _____

Previous Ord #'s 437-10-22Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☒

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	FOPR	1706	\$191,631.00
2						
3						
4						

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

Quote from Motorola Solutions

STAFF ANALYSIS

The Springfield Fire Department has a budgeted radio replacement plan of 18 replacement portable radios per year and an additional budgeted expenditure for 12 new radios to outfit the crew of Engine 13.

It is in the best interest of the city and the Springfield Fire Department to utilize Motorola radio for interoperability and compatibility of existing radio cache being all Motorola equipment for Fire Department operations.

FUNDS CHECK BY: Miguel Amador Valdez Date: 8/5/24

DIRECTOR / SUPERVISOR: Canny, Edward

Digitally signed by Canny, Edward
Date: 2024.07.16 14:13:58 -05'00'

Date: _____

CITY PURCHASING AGENT: Michael RandoDate: 8-5-2024

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

2024-335

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING PAYMENT IN THE AMOUNT OF \$44,734.94 TO CORRINE SETTLES, A PUBLIC WORKS EMPLOYEE FOR SETTLEMENT OF A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 24-WC-004323

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, Corrine Settles, a Public Works employee, hired June 30, 2014, reported work-related injury on August 7, 2023; and

WHEREAS, Corrine Settles filed a workers' compensation claim for her injury, case number 24-WC-004323; and

WHEREAS, Corrine Settles is willing to settle his workers' compensation claim in the amount of \$44,734.94 representing a permanent partial disability equivalent to 13.75% woman as a whole and

WHEREAS, Livingstone, Mueller, Bima and Davlin, P.C., the City's legal advisors, have recommended that settlement of Corrine Settles's workers' compensation claim for case 24-WC-004323 in the amount of \$44,734.94 would be in the best interest of the City financially.

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

Section 1: That the City Council hereby authorizes full and final settlement in the amount of \$44,734.94 to Corrine Settles, a Public Works employee, for her workers' compensation claim for case number 24-WC-004323, representing a permanent partial disability equivalent to 13.75% woman as a whole.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of \$44,734.94 from Account Number 074-107-BMGT-WCMP-2205 to Corrine Settles and her attorney at Delano Law Offices.

Section 3: That this ordinance is 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


Office of Corporation Counsel / Date 8/15/24

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: 24WC004323

WORKERS' COMPENSATION CLAIM #: W004233514

WORKERS' COMPENSATION COMMISSION DECISION#:

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

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

LAW FIRM HANDLING CASE
& CONTACT PERSON Livingstone, Mueller, Bima & Murphy, P.C.
L. Robert Mueller

NAME OF EMPLOYEE: Corrine Settles

DEPARTMENT: Sewer

JOB TITLE: Office Coordinator

STATUS: ☒ CURRENT EMPLOYEE ☐ FORMER EMPLOYEE

DATE OF ACCIDENT: 8/07/23

DESCRIPTION OF ACCIDENT: Putting supplies away - lifting large box and had pop and pain in right shoulder - surgery for labral tear and impingement syndrome

ATTORNEY: Chip Delano at Delano Law Offices

% OF LOSS OF USE: 13.75% MAW DOLLAR AMOUNT: \$44,734.94

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: \$ INTEREST PAID: \$

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

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE

OBM

GEM

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: August 20, 2024OFFICE REQUESTING: Corporation CounselCONTACT PERSON: Greg MoredockPHONE NUMBER: 789-2393EMERGENCY PASSAGE: No ☒ ☐ If yes, explain justification.TYPE OF ORDINANCE: Work Comp SettlementFISCAL IMPACT: \$44,734.94

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO CORRINE SETTLES, A CURRENT CITY OF SPRINGFIELD PUBLIC WORKS EMPLOYEE, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE #24WC004323 IN THE AMOUNT OF \$44,734.94

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

CONTRACTOR / VENDOR NAME: Corrine Settles and attorney Delano at Delano Law Offices

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope

Yes ☐No ☒

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☒ Other: _____☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BGMT	WCMP	2205	\$44,734.94
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: 08-09-2024

CITY PURCHASING AGENT: _____

Date: 8.9.24

COMMENTS

Corrine Settles, hired on June 30, 2014, as a City of Springfield Public Works employee and reported a work injury on August 07, 2023. Ms. Settles filed a workers compensation claim (Case# 24WC004323) and is willing to settle in the amount of \$44,734.94. Livingstone, Mueller, Bima and Davlin, P.C., the city's legal advisors, also recommend payment in the amount of \$44,734.94 to settle (Case# 24WC004323).

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

S:\Excel\Forms\Corrine Settles(PW) Wcomp settlement Ord information.docx The information supplied on this form is not confidential information.

Revised 5/10/04

2024-336

**A RESOLUTION FOR THE DESIGNATION OF LAUREL STREET FROM
GLENWOOD AVENUE TO WALNUT STREET AS "BLESSED SACRAMENT
WAY" FOR BLESSED SACRAMENT CHURCH**

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

WHEREAS, on September 14, 2024, Blessed Sacrament Church will celebrate the 100th anniversary of its first mass at the Church on Walnut Street and Laurel Street; and

WHEREAS, in honor of this important milestone, Blessed Sacrament Church wishes to have one year of honorary street designation to help kick off their yearlong celebration in September; and

WHEREAS, the signs shall be placed at the intersection of Walnut Street and Laurel Street and the intersection of Walnut Street and Ash Street; and

WHEREAS, the City wishes to honor the important milestone for Blessed Sacrament Church and designate Laurel Street from Glenwood Avenue to Walnut Street as "Blessed Sacrament Way".

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

Section 1: That the City shall place "Blessed Sacrament Way" street signs at the intersection of Walnut Street and Laurel Street and the intersection of Walnut Street and Ash Street to celebrate the 100th anniversary of Blessed Sacrament Church's first mass. That these signs shall be placed and remain where placed for the duration of one year.

Section 2: That this resolution 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

Aldерwoman Jennifer Notariano

Office of Corporation Counsel/Date

ORDINANCE FACT SHEET

DATE OF 1st READING: 8/20/24

CONTACT PERSON: _____

OFFICE REQUESTING: _____

PHONE NUMBER: _____

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

FISCAL IMPACT: _____

SUGGESTED TITLE: A RESOLUTION FOR THE DESIGNATION OF LAUREL STREET FROM GLENWOOD AVENUE TO WALNUT STREET AS "BLESSED SACRAMENT WAY" FOR BLESSED SACRAMENT CHURCH

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						

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

STAFF ANALYSIS

On September 14, 2024, Blessed Sacrament Church will celebrate the 100th anniversary of its first mass at the Church on Walnut Street and Laurel Street. In honor of this important milestone, Blessed Sacrament Church wishes to have one year of honorary street designation to help kick off their yearlong celebration in September. The signs shall be placed at the intersection of Walnut Street and Laurel Street and the intersection of Walnut Street and Ash Street.

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR: _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2024-337

AN ORDINANCE AUTHORIZING THE PURCHASE OF SEVEN POLICE INTERCEPTORS IN AN AMOUNT NOT TO EXCEED \$401,446.00 FROM DANA SAFETY SUPPLY, INC., 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 desires to purchase seven new 2023/2024 fully equipped Ford Explorer Patrol Interceptors for the Springfield Police Department; and

WHEREAS, DANA Safety Supply, Inc. is willing to provide the Springfield Police Department with seven new 2023/2024 fully equipped Ford Explorer Patrol Interceptors for an amount not to exceed \$401,446.00; and

WHEREAS, vehicles are available in the vendors inventory and placing orders with another vendor would increase costs and delay delivery; 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 38.38(a) and / or 38.41 pertaining to Competitive Sealed Proposals; and

WHEREAS, it is necessary to authorize payment, in the amount of \$401,446.00 to the DANA Safety Supply, Inc. for the purchase of seven new 2023/2024 fully equipped Ford Explorer Patrol Interceptors for the Springfield Police Department from DANA Safety Supply, Inc.

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

Section 1: That the City Council hereby authorizes payment of \$401,446.00 to the DANA Safety Supply, Inc. for the Springfield Police Department. 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 DANA Safety Supply, Inc. (VC*8479) in an amount not to exceed \$401,446.00 from the account number 094-112-POLC-24GO-1502.

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

PASSED: _____, 2024

SIGNED: _____, 2024

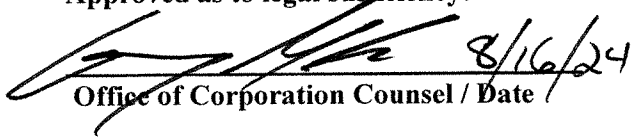
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 8/16/24
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Springfield Police Department

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: August 13, 2024

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet with DANA Safety Supply, Inc., for the purchase of 7 Ford Police Interceptor Utility Vehicles in an amount not to exceed \$401,446.00 matching State of Illinois Contract Pricing for the Springfield Police Department.

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

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	540135-F
Customer No.	MISC

Bill To
SPRINGFIELD ILLINOIS POLICE SPRINGFIELD, IL

Ship To
** FOR QUOTING ONLY ** IL

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/14/24	Ground	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Cody Craig		Cody Craig - Little Rock	EMAIL		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO FORD PIU PATROL - WHITE Warehouse: DROP	0.0000	0.00
7	7	N	VEHICLE WHITE FORD PIU - 42900 Each Warehouse: DROP LIST ALL VEHICLE INFO - TO INCLUDE DEALER PROVIDING VEHICLE IF REQUIRED YEAR: MAKE: MODEL: EMPSCG1SLS3E Headlight Knockout - Blue/White Warehouse: DROP mpower® 3" 3-Wire Light w/ Stud Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Dual Color - Blue/White	42,900.0000	300,300.00
7	7	N	EMPSCG1SLS3D Headlight Knockout - Blue/White Warehouse: DROP	115.0000	805.00
7	7	N	EMPSCG1SLS3D Headlight Knockout - Red/White Warehouse: DROP 3" 3-Wire Light w/ Stud Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Dual Color - Red/White	115.0000	805.00

Print Date	08/08/24
Print Time	12:29:32 AM
Page No.	1

Printed By: Cody Craig

Continued on Next Page

2024-338

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	540135-F
Customer No.	MISC

Bill To
SPRINGFIELD ILLINOIS POLICE SPRINGFIELD, IL

Ship To
**** FOR QUOTING ONLY ****
 IL

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/14/24	Ground	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Cody Craig		Cody Craig - Little Rock	EMAIL		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	EMPLB SOI MPOWER - LIGHTBAR R/B FRONT W SCENE SEE ATTACHED Vin #: Warehouse: DROP 48"/123cm 10-16 Volt MPOWER LED LIGHTBAR /D08/D08/D12D12D12S06D12D12D12D12D08D08/ /R_W/R_W/ R_W R_W R_W R_W WHT B_W B_W B_W B_W B_W B_W S04 SILVER O S04 WHT CLEAR O WHT D08D08/D12D12D12D12D12T18T18D12/D08/D08/ R_WR_WRAA RA RA RA RA RA RA RA B_A/B_W/B_W/ Accessories - AUTO-DIM Mount - Fixed Height Mount (PMPLBK01) Hook - PNFLBF21 Vehicle - Dodge Charger (2015-18)	1,908.0000	13,356.00
14	14	N	PMP2BKUMB4 SOI 2020 PIUT UNDER MIRROR MNT BRACKET, EACH Warehouse: DROP	25.0000	350.00
14	14	N	ENT3B3RBW Under Mirror RBW Warehouse: DROP	185.0000	2,590.00
7	7	N	ELUC3H010D Headlight Knockout - RW Warehouse: DROP	77.0000	539.00

Print Date	08/08/24
Print Time	12:29:32 AM
Page No.	2

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Continued on Next Page

2024-338

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	540135-F
Customer No.	MISC

Bill To
SPRINGFIELD ILLINOIS POLICE SPRINGFIELD, IL

Ship To
** FOR QUOTING ONLY ** IL

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/14/24	Ground	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Cody Craig		Cody Craig - Little Rock	EMAIL		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	ELUC3H010E Headlight Knockout - BW Warehouse: DROP	77.0000	539.00
7	7	N	EMPSA05C2-D 1/4 GLASS - RED/WHITE Warehouse: DROP	185.0000	1,295.00
7	7	N	4"x2" mpower Fascia with Stud Mount 24 LED (Dual) 9-32 Volt SAE with 1.5' Pigtail Black HOusing with Clear Lens RED/WHT EMPSA05C2-E 1/4 GLASS - BLUE/WHITE Warehouse: DROP	185.0000	1,295.00
14	14	N	4x2 Light w/ Stud Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 24 LED, Dual Color - Blue/White PMPSAWSSSB SOI 4X2 MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: DROP	15.0000	210.00
14	14	N	EMPSCG2STS5RBW License Plate - See Programming Warehouse: DROP Red/Blue Warning Red - Brake Function White - Reverse Function	125.0000	1,750.00

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2024-338

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	540135-F
Customer No.	MISC

Bill To
SPRINGFIELD ILLINOIS POLICE SPRINGFIELD, IL

Ship To
** FOR QUOTING ONLY ** IL

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/14/24	Ground		PPAY & ADD TO INVOICE		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Cody Craig			Cody Craig - Little Rock	EMAIL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
7	7	N	PMP2BRK2LPV SOI LICENSE PLATE BRACKET, VERTICAL MNT FOR 4" MPOWER Warehouse: DROP		27.0000	189.00
7	7	N	ETTFUT-16 SOI PLUG-IN TAILLIGHT FLASHER - 2016+ PIUT Warehouse: DROP		85.0000	595.00
7	7	N	EMPAK017JS Rear Spoiler RA Driver / BA Passenger Warehouse: DROP Arrow Function on Outer Edge Only		951.0000	6,657.00
14	14	N	Do No Program Lightbar for Arrow ELUC3H010J Taillight RB Warehouse: DROP		75.0000	1,050.00
7	7	N	C-VS-1012-INUT-2 HAV 22" ANGLED CONSOLE, 20-25 PIU Warehouse: DROP Vehicle-Specific 22" Angled Console For 2020-2025 Ford Interceptor Utility Console C-VS-1012-INUT-2 will need CM014248-1 for all models before 2025		441.0000	3,087.00

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2024-338

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	540135-F
Customer No.	MISC

Bill To
SPRINGFIELD ILLINOIS POLICE SPRINGFIELD, IL

Ship To
** FOR QUOTING ONLY ** IL

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/14/24	Ground		PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Cody Craig		Cody Craig - Little Rock		EMAIL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
7	7	N	C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: DROP		274.0000	1,918.00
7	7	N	C-MD-204 HAV LOW PROFILE TILT/SWIVEL MOTION DEVICE Warehouse: DROP		76.0000	532.00
7	7	N	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: DROP		50.0000	350.00
7	7	N	C-LP2-USB-BL2 HAV CONSOLE ACCESSORY BRACKET W/ 2 LIGHTER PLUG Warehouse: DROP		110.0000	770.00
7	7	N	C-ARM-103 HAV FLIP-UP ARMREST, ATTACHES TO CONSOLE Warehouse: DROP		182.0000	1,274.00
7	7	N	GK0068E SMC SINGLE T-RAIL MT W/ELECTRIC BLAC-RAC LOCKING HEAD Warehouse: DROP GK0068E		601.0000	4,207.00

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Continued on Next Page

2024-338

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	540135-F
Customer No.	MISC

Bill To
SPRINGFIELD ILLINOIS POLICE SPRINGFIELD, IL

Ship To
** FOR QUOTING ONLY ** IL

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/14/24	Ground	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Cody Craig		Cody Craig - Little Rock	EMAIL		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
14	14	N	EMPSCG1QMS3J Liftgate when Raised Up Warehouse: DROP 3" 3-Wire Light w/ Quick Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Dual Color - Red/Blue	115.0000	1,610.00
7	7	N	ENGSA5100RSP 500 SERIES REMOTE HEAD SIREN BLUEPRINT Warehouse: DROP	731.0000	5,117.00
7	7	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: DROP 100J series composite speaker w/ universal bail brkt-100 watt	195.0000	1,365.00
7	7	N	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: DROP	45.0000	315.00
7	7	N	PK1130ITU20TM Setina 10XL Coated Polycarbonate Recessed (Tall Man) Warehouse: DROP	821.0000	5,747.00
7	7	N	WK0514ITU20H SMC Window Barrier Steel Horizontal Warehouse: DROP	251.0000	1,757.00

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Continued on Next Page

2024-338

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	540135-F
Customer No.	MISC

Bill To
SPRINGFIELD ILLINOIS POLICE SPRINGFIELD, IL

Ship To
** FOR QUOTING ONLY ** IL

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/14/24	Ground		PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Cody Craig		Cody Craig - Little Rock		EMAIL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
7	7	N	475-1251 JD REAR DOOR HANDLE AND LOCK COVER SET Warehouse: DROP		46.0000	322.00
7	7	N	QK0635ITU20 SMC Full Replacement Transport Seat TPO Plastic Warehouse: DROP with Center Pull Seat Belts & #12 Expanded Metal Cargo Partition		1,180.0000	8,260.00
7	7	N	MB8U25 TESSCO 25 FT ANTENNA CABLE WITH 3/4 IN BRASS MOUN Warehouse: DROP		35.0000	245.00
7	7	N	INFO RADIO AND ANTENNA PROVIED FOR INSTALL Warehouse: DROP		0.0000	0.00
14	14	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: DROP		45.0000	630.00
7	7	N	ENGLMK008 SOI BLUEPRINT PIU LINK MICRO KIT Warehouse: DROP		275.0000	1,925.00
7	7	N	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: DROP		300.0000	2,100.00

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Page No.	7

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2024-338

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	540135-F
Customer No.	MISC

Bill To
SPRINGFIELD ILLINOIS POLICE SPRINGFIELD, IL

Ship To
** FOR QUOTING ONLY ** IL

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
07/14/24	Ground	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Cody Craig		Cody Craig - Little Rock	EMAIL		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DROP 3050	3,000.0000	21,000.00
7	7	N	TRANSPORT LITTLE ROCK TO SPRINGFIELD IL Warehouse: DROP	620.0000	4,340.00
7	7	N	INFO ALL FACEPLATES PROVIDED FOR INSTALLATION Warehouse: DROP	0.0000	0.00
7	7	N	CAB.01721 TAOGLAS SMA(M) TO RG-174 to RP-SMA(F) 5000 MM, 16FT Warehouse: DROP SMA(M) to RG-174 to RP-SMA(F) 5000mm - 16ft wifi	0.0000	0.00
7	7	N	MA145.A.LBC.006 TAOGOLAS ANTENNA 3 METER Warehouse: DROP	0.0000	0.00
7	7	N	INFO no camera - no radar Warehouse: DROP	0.0000	0.00

Print Date	08/08/24
Print Time	12:29:32 AM
Page No.	8

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2024-338

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	540135-F
Customer No.	MISC

Bill To
SPRINGFIELD ILLINOIS POLICE SPRINGFIELD, IL

Ship To
** FOR QUOTING ONLY ** IL

Contact:
 Telephone:
 E-mail:

Contact:
 Telephone:
 E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/14/24	Ground		PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Cody Craig		Cody Craig - Little Rock		EMAIL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
			Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days			

Print Date	08/08/24
Print Time	12:29:32 AM
Page No.	1

Printed By: Cody Craig

Subtotal	399,196.00
Freight	2,250.00
Order Total	401,446.00

2024-338

ORDINANCE FACT SHEET

DATE OF 1st READING: 8/20/2024OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$401,446.00SUGGESTED TITLE: Ordinance Authorizing Purchase Of (7) Police Interceptors in an Amount Not to Exceed \$401,446.00 from Morrow Brothers Ford, Inc. for the Springfield Police DepartmentCONTRACTOR / VENDOR NAME: DANA SAFETY SUPPLY, INC.VENDOR NO: VC*8479CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$401,446.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: State Bid Match☐ Exception: _____

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	142	POLO	BOPR	1602	401,446.00
2	094	112	POLC	2460	1502	401,446.00
3						
4						

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

Quote, IL Government Pricing Proposal

STAFF ANALYSIS

(7) New 2023/2024 Fully Equipped Ford Explorer Patrol Interceptors - \$57,349.43 each

Vehicles are available in vendor's inventory.
Placing orders with another vendor would
increase costs and delay delivery.

FUNDS CHECK BY: Courtney HinesDate: 08/15/2024DIRECTOR / SUPERVISOR: Jason StankulDate: 8/15/24CITY PURCHASING AGENT: MichaelDate: 8-15-24

SIGN OFF: _____

(Mayor's Signature)

Director of OBM

The information supplied on this form is not confidential information

2024-338

AN ORDINANCE AUTHORIZING THE PURCHASE OF THIRTEEN POLICE INTERCEPTORS IN AN AMOUNT NOT TO EXCEED \$672,020.00 FROM MORROW BROTHERS FORD, INC., 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 desires to purchase nine new 2023/2024 Ford Explorer Interceptors for the Criminal Investigations Division and Administration and four new 2023/2024 fully equipped Ford Explorer Patrol Interceptors for the Springfield Police Department; and

WHEREAS, Morrow Brothers Ford, Inc. is willing to provide the Springfield Police Department with nine new 2023/2024 Ford Explorer Interceptors and four new 2023/2024 fully equipped Ford Explorer Patrol Interceptors for an amount not to exceed \$672,020.00; 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 38.38(a) and / or 38.41 pertaining to Competitive Sealed Proposals; and

WHEREAS, it is necessary to authorize payment, in the amount of \$672,020.00 to the Morrow Brothers Ford, Inc. for the purchase of nine new 2023/2024 Ford Explorer Interceptors for the Criminal Investigations Division and Administration and four new 2023/2024 fully equipped Ford Explorer Patrol Interceptors for the Springfield Police Department from Morrow Brothers Ford, Inc.

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

Section 1: That the City Council hereby authorizes payment of \$672,020.00 to the Morrow Brothers Ford, Inc. for the Springfield Police Department. 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 Morrow Brothers Ford, Inc. (0MOR4945) in an amount not to exceed \$672,020.00 from the account number 094-112-POLC-24GO-1502.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank J. Lesko

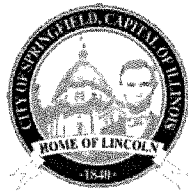
Requested by: Mayor Misty Buscher

Mayor Misty Buscher

Approved as to legal sufficiency:

Office of Corporation Counsel / Date

8/16/24



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

MEMORANDUM

TO: Springfield Police Department

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: August 13, 2024

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet with Morrow Brothers Ford Inc., for the purchase of 16 Ford Police Interceptor Utility Vehicles in an amount not to exceed \$672,020.00 at State of Illinois Contract Pricing for the Springfield Police Department.

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



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

August 8, 2024

Deputy Chief Joshua Stuenkel
Springfield Police Department
C: 217-303-2462
Joshua.Stuenkel@springfield.il.us

We propose the following for your consideration.

(4)-New 2023 and 2024 Police Interceptor AWD

White Exterior
Cloth Front, Vinyl Rear Seating
Driver's Side LED Spotlight
43D Dark Mode Interior
55F Remote Keyless Entry w/4 Fobs
Ignition Override System
New MP License/Title
Warning Equipment as per attached page
All other standard equipment

Illinois Government Price \$57,350.00 * Each

Units are 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.



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Springfield Police Department Warning Equipment

Fully Populated Whelen Super LED Lightbar

All Linear Super LED Light Heads Red/Blue/White

LED Alley and Take-Down Lighting, Traffic Direction

4-Corner LED's Warning, Headlamp Wig-Wag System

(2) Whelen Micron LED Grille Warning, Whelen Rear Pillar LED Warning

Sound-Off DUO Intersection LED under each outside mirror, R/W, B/W

Tracer or Runner Lower LED Side Warning R/B/W

Whelen Avenger II DUO Red/Blue inside cargo glass. One each side

Whelen 4206 Full Feature Siren w/100-Watt Siren Speaker

Wail, Yelp, Priority, Horn, PA.

Integrated Light Controls

Blac-Rac AR Weapon Rack, Front Prisoner Partition w/Weapon Rack Recess

Prisoner Transport Seat and Cargo Barrier, LED Light in Prisoner Area

Auxiliary Red/White LED Dome Light Over Front Console

Custom Console w/Arm Rest/Cup Holders/12 Volt Power Outlets

Docking Station Mount, Havis Charge Guard

Install customer supplied antennas, 2-way radio and Dock.

All Parts, Labor and Professional Installation INCLUDED

Customer Acceptance: _____ Date: _____

Notes:



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August 8, 2024

Deputy Chief Joshua Stuenkel
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C: 217-303-2462
Joshua.Stuenkel@springfield.il.us

We propose the following for your consideration.

(9)-New 2023 and 2024 Police Interceptor AWD

All Cloth Seating Front and Rear
65U Interior Upgrade
Carpet, Full Center Console
43D Dark Mode Interior
55F Remote Keyless Entry w/4 Fobs
New MP License/Title
Warning Equipment as per attached page
All other standard equipment

Illinois Government Price \$49,180.00 * Each

(4) White, (1) Dark Blue, (2) Silver, (2) Dark Gray

Units are 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.

2024-339



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Springfield Police Vehicle Warning Equipment

Whelen FST and RST Interior Lightbars

TRIO Warning Red / Blue / White

Super LED Take-Down, Full Scene Lighting

Integrated Traffic Advisor, LED Alley Lights

Whelen 4206 HHS Full Feature Siren

Wail, Yelp, Priority, Horn, PA.

Integrated Light Controls

100-Watt Siren Speaker

Headlight Wig-Wag System

4-Corner LED Warning

Avenger Caro Glass Side Warning

2-LED Warning Underside of Liftgate

Install customer Radio and Antennas

All Parts, Labor and Professional Installation INCLUDED

Customer Acceptance: _____ Date: _____

Notes:

ORDINANCE FACT SHEET

DATE OF 1st READING: 8/20/2024OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$672,020.00SUGGESTED TITLE: Ordinance Authorizing Purchase Of (13) Police Interceptors in an Amount Not to Exceed \$672,020.00 from Morrow Brothers Ford, Inc. for the Springfield Police DepartmentCONTRACTOR / VENDOR NAME: MORROW BROTHERS FORD, INC.VENDOR NO: 0MOR4945CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$672,020.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: State Bid☐ Exception: _____

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	<u>004</u>	<u>101</u>	<u>GEN</u>	<u>2460</u>	<u>0205</u>
2	<u>094</u>	<u>112</u>	<u>POLC</u>	<u>2460</u>	<u>1502</u>
3					
4					

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

Quote, IL Government Pricing Proposal

STAFF ANALYSIS

(9) New 2023/2024 Ford Explorer Interceptors for CID/Admin- \$49,180.00 each

(4) New 2023/2024 Fully Equipped Ford Explorer Patrol Interceptors - \$57,350.00 each

FUNDS CHECK BY: Courtney HeizerDIRECTOR / SUPERVISOR: Julius SturleyCITY PURCHASING AGENT: Michael Testa

SIGN OFF: _____

(Mayor's Signature)

GEMDate: 08/16/2024Date: 8/15/24Date: 8/15/24

(Director of OBM)

The information supplied on this form is not confidential information.

2024-339