

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE25-07-21 – SUBSTATION TRANSFORMER RECONDITION & REPAIR WITH SUNBELT SOLOMON LLC IN AN AMOUNT NOT TO EXCEED \$522,468.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE25-07-21 – Substation Transformer Recondition & Repair, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE25-07-21 was placed, and

WHEREAS, Sunbelt Solomon LLC ("Sunbelt") submitted the lowest 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. UE25-07-21.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Sunbelt for Contract UE25-07-21 – Substation Transformer Recondition & Repair in an amount not to exceed Five Hundred Twenty-Two Thousand Four Hundred Sixty-Eight Dollars and No Cents (\$522,468.00) for the Office of Public Utilities.

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

Section 3. The payment to Sunbelt for the total maximum amount of Twenty-Two Thousand Four Hundred Sixty-Eight Dollars and No Cents (\$522,468.00) from Account No. 102-100-CBEA-3532-2310 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:

 8/28/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Sunbelt Solomon LLC
CONTRACT AMOUNT: \$522,468.00 (over 3 Fiscal Years)
TYPE OF AWARD: Low Bid / UE25-07-21

PRIOR ORDINANCE INFORMATION:

n/a.

INFORMATION:

This Ordinance accepts Contract UE25-07-21 with Sunbelt Solomon LLC ("Sunbelt") for substation transformer reconditioning and repair in an amount not to exceed \$522,468.00.

The transformer, a 1978 Hevi Duty JAT8 model, is located at the Jackson Substation. It serves circuits in the downtown area, including hospital circuits, and provides a redundant source for other critical loads in the downtown area. It failed due to a primary fault and requires the windings to be rewound.

The current fleet of transformers is aging. With pricing and long lead times, it is more cost-effective to have the Utilities' own equipment remanufactured.

The payments will be based on milestones achieved. Progress at each milestone will include a site visit and inspection by Office of Public Utilities personnel to validate the work completed before authorizing payment(s). The payment schedule is as follows:

FY25	176,189.34
FY26	170,689.33
FY27	175,589.33

There were 2 bidders on this contract; neither were local vendors. Sunbelt submitted the lowest bid.

CONTRACT NAME: Substation Transformer Reconditi

CONTRACT NO: UE25-07-21
DEPARTMENT: Electric T & D Substations
DATE: August 9, 2024

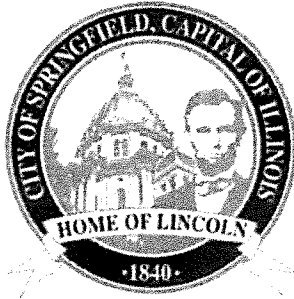


Serial Number GM-244645
Mfg: Hevi Duty

	Sunbelt Solomon LLC Temple, TX	Fleming Electric, Inc Tequesta, FL
FY 25 - Transportation Costs Transformrer removed from CWLP Property)	\$5,500.00	\$164,000.00
FY25 - Progress payments, payable by Feb 28, 2025	\$170,689.34	\$52,800.00
FY26 - Progress payments, payable by Feb 28, 2026	\$170,689.33	\$367,350.00
FY 27 - Transportation Costs Transformer returned to location at CWLP Property)	\$4,900.00	\$164,000.00
FY 27 Progress payments, payable by Feb 28, 2027	\$170,689.33	\$0.00

Total **\$522,468.00** **\$748,150.00**

CWLP Recommendation is for Sunbelt Solomon LLC , low bid meeting specs.



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

COMMODITIES

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

Date: **July 9, 2024**
Fax: 217-789-2207

Contract Index No: **UE25-07-21**

Contract Name: **Substation Transformer Recondition & Repair**

Pre Bid Meeting: **N/A**

Bid Security: **N/A**

Bid opening Due Date: **2:00 P.M. Central Time USA Thursday, August 1, 2024**

Scaled 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: Sunbelt Solomon LLC

Contact Name: Dana Allen

Vendor Address: 1922 S. MLK Jr. Drive Temple, TX 76504

Vendor E-Mail: dana.allen@sunbeltsolomon.com

Phone: 423-506-8823 Fax: _____

PROPOSAL PAGE FOR
SUBSTATION TRANSFORMER RECONDITION & REPAIR

TRANSFORMER RECONDITION & REPAIR

The project is expected to span three fiscal years for the City of Springfield.

FY25 3/1/2024 – 2/28/2025

FY26 3/1/2025 – 2/28/2026

FY27 3/1/2026 – 2/28/2027

Payments will be issued based on invoices separated into the following categories:

- Transportation costs
- Progress payments for the transformer repair/recondition

Progress payments should be based on the completion percentage of the transformer repair/recondition work. Invoices for progress payments should be issued in a quarterly time period or longer and include data to validate the requested payment percentage.

Provide pricing for the full recondition and repair of the HEVI-DUTY ELECTRIC 10/12/14 MVA @ 55C/65C; Year of Manufacture – 1978; 67KV to 12.47KV, Delta - Wye transformer to the specifications listed in Section II of this contract, including all transportation and related costs. FY 27 progress payments to be processed once all CWLP acceptance tests are performed and results verified.

FY 25 transportation costs (Transformer removed from CWLP Property)	\$ <u>5,500.00</u>
FY 25 progress payments payable by 2/28/2025	\$ <u>170,689.34</u>
FY 26 progress payments payable by 2/28/2026	\$ <u>170,689.33</u>
FY 27 transportation costs (Transformer returned to location at CWLP Property)	\$ <u>4,900.00</u>
FY 27 progress payments payable by 2/28/2027	\$ <u>170,689.33</u>
Total cost	\$ <u>522,468.00</u>

ORDINANCE FACT SHEET

DATE OF 1st READING: 9/3/24

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: 522,468.00

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

CONTRACTOR / VENDOR NAME: Sunbelt Solomon, LLC 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 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	CBEA	3532	2310	522,468.00
2						(over 3 FYs)
3						
4						

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

Sections of the blue book

STAFF ANALYSIS

Accepting and authorizing the lowest evaluated bid meeting specs for Contract # UE25-07-21 Substation Transformer Recondition & Repair with Sunbelt Solomon LLC for \$522,468.00.

FUNDS CHECK BY: Dakota Capranica

Digitally signed by Dakota Capranica
Date: 2024.08.20 11:14:20 -05'00'

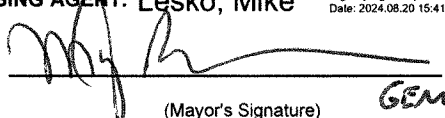
DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.08.20 10:43:42 -05'00'

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.08.20 15:41:58 -05'00'

SIGN OFF:


(Mayor's Signature)

Date: _____

Rogers, Scott

Digitally signed by Rogers, Scott
Date: 2024.08.20 09:16:11 -05'00'

Date: _____

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M
Date: 2024.08.20 15:51:38 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-340

AN ORDINANCE ACCEPTING PROPOSAL NO. UE25-29 – UHF RADIO
SYSTEM UPGRADE PROJECT WITH BARBECK COMMUNICATIONS
D/B/A BECK TECH IN AN AMOUNT NOT TO EXCEED \$220,452.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes the execution of Proposal No. UE25-29 with Barbeck Communications d/b/a Beck Tech ("Beck Tech") in an amount not to exceed \$220,452.00, for the UHF Radio System Upgrade Project, 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, Beck Tech submitted a proposal meeting all requirements and being the best overall value, and

WHEREAS, the proposal documents with Beck Tech shall be on file in the Office of the City Clerk and identified by Request for Proposal No. UE25-29.

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 Proposal No. UE25-29 with Beck Tech for the UHF Radio System Upgrade Project in an amount not to exceed Two Hundred Twenty Thousand Four Hundred Fifty-Two Dollars and No Cents (\$220,452.00) for the City of Springfield Office of Public Utilities.

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

Section 3. The payment by the City of Springfield Office of Budget and Management to Beck Tech in the amount not to exceed Two Hundred Twenty Thousand Four Hundred Fifty-Two Dollars and No Cents (\$220,452.00) from Account No. 102-100-CBEC-3892-1706 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:

 8/28/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

VENDOR NAME: Barbeck Communications d/b/a Beck Tech
CONTRACT AMOUNT: \$220,452.00
TYPE OF AWARD: Low Proposal / UE25-29

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance accepts Contract UE25-29 in an amount not to exceed \$220,452.00, with Barbeck Communications d/b/a Beck Tech ("Beck Tech"), for the purchase of 35 mobile and 100 portable radios in relation to the UHF Radio System Upgrade Project.

The Utility currently utilizes an analog radio system for field communication with various personnel in the Electric Operations, Electric Service, Electric Construction, and Dallman Generating facilities. The current system is nearly obsolete and has issues with coverage in many areas. A new digital radio system with enhanced performance capabilities, including better coverage of the service area.

There were 2 bidders on this contract; none were local vendors. Beck Tech submitted the lowest-cost proposal.

CONTRACT NAME: UHF Radio System Upgrade

CONTRACT NO: UE25-29

DEPARTMENT: Electric T & D Communications

DATE: August 6, 2024



Based on 35 mobiles and 100 portables

	Barbeck Communications Decatur, IL	Global Technical Systems, Inc Jacksonville, IL
Motorola SLR8000 Digital UHF Repaters, Duplexers, Pre-Selectors and/or Multi Channel Combiner(s). (Includes FCC, LCP License and Battery Back Up Price).	\$48,576.00	\$154,293.20
Motorola Digital UHF mobile & portable radios	\$147,420.00	\$146,788.20
Cisco Network switches	\$910.00	Included in Item 1
Mounting/racking hardware	\$2,946.00	Included in item 1
Antennas, cables and connectors	\$4,100.00	\$8,142.98
Manufactures/Vendor Support /Maintenance Contract	\$16,500.00	\$16,809.00
Total	\$220,452.00	\$326,033.38

CWLP Recommended Proposal is for Barbeck Communications

Barbeck is a Motorola Elite Partner. They have been in the 2-way radio business for 34+ years.

HSHS St. John's hospital and the University of Illinois Champaign were provided as references as part of the RFP.

Barbeck's total project cost was \$105,000 less than the next closest respondent. Three years of support and maintenance are included.

Pricing for an additional three years was also provided. Barbeck has 24/7/365 support.

Hardware delivery is 12-16 weeks. Barbeck is aware of the project completion deadline of Feb 28, 2025.

text here



**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: **June 12, 2024**
Fax: 217-789-2207

Request for Proposal Index No: **RFP UE25-29**

Request for Proposal Name: **UHF Radio System Upgrade Project**

Pre Bid Meeting: **N/A**

Bid Security: **N/A**

Due Date 3 P.M. Central Time USA: Thursday, July 11, 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: Barbeck Communications DBA Beck Tech

Contact Name: Brit Miller - CEO/ President

Vendor Address: 645 S. Franklin Street Decatur, IL. 62521

Vendor E-Mail: bmillier@becktechil.com

Phone: 217-649-0993c Fax: _____

PROPOSAL PAGE FOR
CWLP UHF RADIO SYSTEM UPGRADE PROJECT

Bidder may substitute the pricing sheet below with their own document as long as it contains at least the information requested below. A completed Section III is required.

Furnish a complete UHF Radio System as specified in Section II. **Base your Total Pricing on 35 mobiles and 100 portables.**

TOTAL COST

**A. COMPONENTS & Hardware/SOFTWARE MAINTENANCE
(SECTION II, PARAGRAPH 3.1.1)**

- | | | |
|----|---|----------------------|
| 1. | Motorola SLR8000 Digital UHF Repeaters, Duplexers, Pre-Selectors and/or Multi Channel Combiner(s) | |
| | Includes FCC, LCP License and BBU price | \$ <u>48,576.00</u> |
| 2. | Motorola Digital UHF mobile and portable radios | \$ <u>147,420.00</u> |
| 3. | Cisco Network switches | \$ <u>910.00</u> |
| 4. | Mounting/racking hardware | \$ <u>2,946.00</u> |
| 5. | Antennas, cables and connectors | \$ <u>4,100.00</u> |
| 6. | Manufacturer/Vendor Support/Maintenance Contract | \$ <u>16,500.00</u> |

Total Cost A: 1-6 \$ 220,452.00

ORDINANCE FACT SHEET

DATE OF 1st READING: 09-03-24

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: \$220,452.00

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

CONTRACTOR / VENDOR NAME: Barbeck Communicatins, d/b/a Beck Tech

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 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	CBEC	3892	1706	220452.00
2						
3						
4						

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

Sections from blue book

STAFF ANALYSIS

Accepting and authorizing RFP UE25-29 UHF Radio Systems Upgrade Project

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H.
Date: 2024.08.19 15:56:03 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2024.08.19 15:49:03 -05'00'Date: Rogers, Scott Digitally signed by Rogers, Scott
Date: 2024.08.19 15:41:58 -05'00'CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2024.08.22 14:20:41 -05'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

Metzger, Ramona M. Digitally signed by Metzger, Ramona M.
Date: 2024.08.23 15:31:38 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-341

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW
THERMOGRAVIMETRIC ANALYZER FOR DALLMAN LABORATORY FROM TA
INSTRUMENTS - WATERS LLC IN AN AMOUNT NOT TO EXCEED \$94,900.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of a new Thermogravimetric Analyzer ("TGA") from TA Instruments - Waters LLC ("TA Instruments"), and

WHEREAS, the TGA is a critical piece of lab equipment in the Dallman laboratory that is used to maintain daily operations and ensure that the Flue Gas Desulfurization System (FGDS) meets EPA emissions limits, and

WHEREAS, the quoted price of \$94,900.00 is for a Discovery TGA 550 Auto unit (\$91,800.00) and thermal install and training fees (\$3,100.00), and

WHEREAS, the new Discovery TGA 550 Auto unit will replace the current TGA Q500 unit, which will no longer be supported after 2024, 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 TA Instruments is 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 a new TGA along with the thermal installation and training fees from TA Instruments in an amount not to exceed Ninety-Four Thousand Nine Hundred Dollars and No Cents (\$94,900.00).

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

Section 3. The payment to TA Instruments for the total maximum amount of Ninety-Four Thousand Nine Hundred Dollars and No Cents (\$94,900.00) from Account No. 102-100-CAB-3882-1505 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:

 8/28/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: TA Instruments - Waters LLC

CONTRACT AMOUNT: \$94,900.00

TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance is to authorize the purchase of a new Thermogravimetric Analyzer ("TGA") for use in the Dallman Laboratory from TA Instruments - Waters LLC ("TA Instruments") in an amount not to exceed \$94,900.00. The TGA model Discovery TGA550 Auto unit price is \$91,800.00, also included in this quote are the thermal install and training fees in the amount of \$3,100.00.

The TGA is a critical piece of lab equipment in the Dallman laboratory that is used to maintain daily operations and ensure that the Flue Gas Desulfurization System ("FGDS") is meeting the EPA emissions limits. Thermogravimetric Analysis is used to monitor the efficiency of the entire FGDS process using samples collected from a wide variety of points within the process; it measures the quality of the limestone utilized in the FGDS process to determine if its chemical composition meets contract specifications and is satisfactory enough for use in the limestone reagent; it detects weight loss as a function of temperature change for a wide variety of materials, including limestone, limestone reagent, FGDS slurry/liquor, dewatering sludge, and gypsum cake, and measures their thermal stability and heat resistance; and it is also used to measure the moisture content of these related materials. FGDS process samples are monitored daily on the TGA.

The new Discovery TGA 550 Auto unit will replace the current TGA Q500 unit, which will no longer be supported after 2024.

TA Instruments is the Original Equipment Manufacturer.



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 19, 2024

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet with TA Instruments – Waters LLC for the purchase of a Thermogravimetric Analyzer (TGA) to be used by the Dallman Laboratory for an amount of \$94,900.00 for CWLP - Office of Public Utilities.

Based on the information provided, I have determined that the TGA 550 will replace the existing TGA Q500 model and TA Instruments – Waters LLC is the OEM sole source purchase. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

Quote #: 23771986
Quote Date: 08/09/2024
Valid Until: 09/27/2024

Kurt Saladino
 City Water Light & Power
 3100 Stevenson Dr
 Springfield
 IL 62703-4462
 Tel:
 Email: Kurt.Saladino@cwlp.com

This Quote Was Prepared By:

Name: Emma Hoffman, Technical Sales Representative
Phone: +1 (847) 542 - 5968
Email: EMMA_HOFFMAN@WATERS.COM

Discovery TGA 550 Auto

15% Q3 Discount for September 27, 2024 Purchase

Features and Benefits:

- Tru-Mass™ Balance: thermally isolated for high sensitivity and resolution for detection of the smallest levels of components in your sample
- Ultra-low drift for weight accuracy
- 25-position Autosampler for enhanced productivity
- Optimum performance without baseline subtractions or other post-test manipulations
- One-year warranty upon installation
- TA offers the industry's ONLY 5-year furnace warranty

	USD (\$)
List Price :	111,100.00
Discount :	16,200.00
Total (Excl Tax) :	94,900.00

*All prices are offered in US Dollars
 Unless otherwise specified, freight charges are not included in this quote*

Quotation Detail

TGA 550 Auto #1

1.1 Part # :	DISCOVERY TGA 550 AUTO STANDARD	Unit Price :	108,000.00
	956500.902	Qty :	1
		Discount :	16,200.00
		Ext Price :	91,800.00

Discovery TGA 550 Auto: A research grade TGA featuring a sensitive vertical thermo-balance with an auto-switching dual range microbalance (0-200 mg, and 0-1000 mg sample weight range). This TGA utilizes a horizontal gas purge system that produce excellent baseline flatness and sensitivity over the temperature range from ambient to 1000°C. Included standard is the new innovative "app-style" touch screen with One-Touch-Away functionality. Included is a 25-position auto-sampler with the option of adding a contamination-free sealed pan punching accessory. This TGA includes the new Gas Delivery Manifold (GDM) for automated and precise control and switching of two purge gases. It also includes TRIOS software for complete instrument control and data analysis and management. TRIOS provides a new and unique user interface for programming experiments, analyzing data, and managing instrument history, including intuitive spreadsheet-style views simplifying autosampler control and sequence programming. An accessory kit is provided which contains sample pans, calibration and test materials, plus tools. The Discovery TGA's are the only instruments in the industry to include a 5 year warranty on furnaces. Note: TRIOS is compatible with Windows 7 and greater operating systems. Instrument requires DSL Router with four port switch (P/N: 251471.002)

1.2 Part # :	THERMAL INSTALL & TRAINING FEE	Unit Price :	3,100.00
	999800.528	Qty :	1
		Ext Price :	3,100.00

Thermal and Rubotherm Installation & Training: Installation will be provided according to ISO 9000 procedure by one of our highly trained Service Engineers (average experience level of our field Service Engineers is over 15 years). The ISO 9000 procedure insures consistency and high quality throughout the installation process. IQ/OQ procedures are available for an additional fee. The installation (except DMA) will include calibration with a traceable standard and a certificate of calibration. Basic Operational Training is also provided on the equipment after it is installed in your laboratory.

Note: Advanced Applications training/consulting is available for additional fee

	USD (\$)
List Price :	111,100.00
Discount :	16,200.00
Total (Excl Tax) :	94,900.00

*All prices are offered in US Dollars
Unless otherwise specified, freight charges are not included in this quote*

General Notes

1. All prices are offered in US Dollar.
2. The system described above requires a computer/controller that meets the minimum specifications as described in the appropriate TA Instruments installation requirements document. To view the requirements document, please visit <http://www.tainstruments.com/support/installation-requirements/>.
3. Estimated shipping date (after receipt of formal purchase order and credit approval) is 30 Days.
4. This offer also includes at no additional charge the following items:
 - i. Guaranteed response times for phone calls, shipment of parts, and equipment repair
 - ii. Free Hotline Telephone support from 8:30 am to 4:30pm (EST) Monday through Friday provided by our Applications Lab Staff
 - iii. Free technical support at <http://www.tainstruments.com/support/applications/applications-hotline/>
 - iv. Theory & Applications course and various e-training Quickstart course options. For more information, and to register, please visit <http://www.tainstruments.com/training/>
5. Review the attached Terms & Conditions for information about the warranty for the instrument(s) on this quote.
6. **Payment Terms:** NET 30 DAYS
7. **Incoterms:** FCA - Prepaid & Added
8. **Ship Via:** BEST WAY
9. For Finance and Leasing Options, please ask your TA Account Manager or contact Waters Leasing Account Manager, Luke Jones at 319-320-8301 or Luke_Jones@waters.com

Purchase orders should be emailed to purchaseorders-ta@waters.com and addressed to the following location:

TA Instruments - Waters LLC
159 Lukens Dr.
New Castle, DE 19720

To ensure efficient processing of your Purchase Order, please review the following guidelines:

- Buyer's name, email address & phone number
- Purchase Order Number
- Ship To complete name & address
- Bill To complete name & address
- TA quote number
- Total value before freight & taxes must match TA quote & Purchase Order
- Itemized Purchase Orders must match all line items on the TA quote
- Freight & taxes (if applicable) must have separate line items
- If collect shipment, shipping instructions must accompany the Purchase Order
- If Tax Exempt, please include a copy of the Tax Exempt Certificate with the Purchase Order
- Without a Tax Exempt Certificate on file, TA Instruments is required to apply all applicable taxes

TA General Sales Terms and Conditions

1. Unless otherwise provided for on the face of this document, title to the goods shall pass to Buyer and the Seller's liability as to delivery, shall cease upon making delivery of goods to the carrier at the shipping point in good condition, the carrier acting as Buyer's agent.
2. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ANY WARRANTY OF FITNESS OR MERCHANTABILITY), EXCEPT AS EXPRESSLY STATED HEREIN AND IN ANY WARRANTY POLICY STATEMENTS ATTACHED HERETO. IN THE EVENT OF A BREACH OF ANY SUCH WARRANTIES, BUYER'S EXCLUSIVE REMEDIES SHALL BE THE REMEDIES SET FORTH HEREIN AND IN ANY SUCH WARRANTY STATEMENT. Subject to the exceptions and upon the conditions specified herein or on the face hereof or in any warranty policy statement(s) attached hereto. Seller agrees to correct, either by repair or, at its election by replacement, any defects of material or workmanship which develop within one (1) year after installation, or 18 months from shipment (whichever comes first), of the instrument to the original purchaser, provided that investigation and factory inspection by the Seller discloses that such defect developed under normal and proper use. The exceptions and conditions mentioned above are the following.
 - a. Some components and accessories by their nature are not intended to and will not function for the warranty period. If any such component or accessory manufactured by Seller and part of the item sold fails to give reasonable service for a reasonable period of time, Seller will, at its election replace or repair such component or accessory. What constitutes reasonable service and what constitutes a reasonable period of time shall be determined solely by Seller after Seller is in possession of all the facts concerning operation conditions and other pertinent factors and after such component or accessory has been returned to Seller, transportation prepaid.
 - b. With respect to consumables and supplies for the equipment, Seller shall replace at its expense any consumables or supplies that are or become unsuitable for use prior to the expiration date stated on the package (or, if no expiration date is stated, a reasonable period after shipment, as determined solely by Seller), provided that such consumables and supplies were shipped, handled and stored in accordance with Seller's instructions.
 - c. All items claimed defective must be returned to Seller, transportation charges prepaid, and will be returned to Buyer with the transportation charges prepaid. Seller will be released from all obligations under its warranty in the event repairs or modifications are made by persons other than its own, or service personnel authorized by it, unless such repairs by others are made with the written consent of Seller.
 - d. The Seller is not obliged to incorporate into the equipment any design, engineering, or performance change development after delivery of equipment to the original purchaser.
3. Seller expressly disclaims any liability to its customers, dealers and representatives, and to users of its products, and to any other person or persons for special or consequential damages of any kind and from any cause whatsoever arising out of or in any way connected with the sale, handling, repair, maintenance or replacement or arising out of or in any way connected with the use of said products.
4. No employee, agent or representative of Seller is authorized to make any written or oral statements on behalf of Seller that are inconsistent or in conflict with, or would modify or expand, any warranty made or remedy described herein [or any warranty policy statement] and purchaser is not entitled to rely on any such statements unless they are reduced to writing and signed by the Seller.
5. No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed, and failure to give notice of claim within ninety (90) days from date of delivery or the date fixed for delivery, or as otherwise provided herein, in paragraph 2, shall constitute waiver by Buyer of all claims in respect to such goods. No charges or expenses incident to any claims will be allowed unless approved by an authorized representative of Seller. Goods shall not be returned to Seller without Seller's permission.
6. The terms of payment applicable to this order are Seller's regular terms of those specifically quoted to Buyer. In the event Buyer fails to fulfill the terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security. All bills not paid at maturity will be subject to a late payment service charge of the 18% per annum on the outstanding amount owing.
7. Buyer shall reimburse Seller for all taxes, excise duties, or other charges which Seller may be required to pay to any Government (national, state or local) upon the sale, production or transportation of the products sold hereunder.
8. No liability on part of the Seller shall result from delay in performance of this agreement, directly or indirectly caused by fire, explosion, accidents, flood, labor trouble or shortage, war, act of or authorized by any Government, inability to obtain suitable material, equipment, fuel, power or transportation, or act of God or arising from contingencies, happenings, or causes beyond the control of the party affected. Items so affected by any such circumstances may be eliminated without liability, but this agreement shall otherwise remain unaffected.
9. Seller warrants that the use or sale of the product delivered hereunder will not infringe the claims of any United States patent covering the product itself, but does not warrant against infringement by reason of the use thereof in combination with other products or in the operation of any process, and does not warrant against infringement that may arise from conforming the warranted product to specification furnished by Buyer to Seller.
10. This contract is not assignable or transferable by Buyer, in whole or in part, except with the written consent of Seller. Seller may assign its rights under this Agreement.
11. Seller warrants that all goods covered hereunder will have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
12. Upon request and at its discretion the Seller will furnish such technical advice or assistance as is available in reference to the use of its product by Buyer. However, Seller does so solely on the condition that qualified persons employed by Buyer will evaluate such advice or assistance with regard to suitability for Buyer's purposes. It therefore is expressly understood that Buyer use of such advice or assistance will be at Buyer's own risk. Seller assumes no obligation or liability for such use or the results obtained.
13. The laws of the State of Delaware shall govern this contract.
14. In the event of inability for any reason to supply the total demands for the material specified herein, Seller may allocate its available supply among any or all purchasers, as well as departments and divisions of the Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result there from.
15. In the event that an annual purchase contract covering the goods to be purchased hereunder is in effect between the Seller and Buyer at the date of this transaction, the terms and conditions contained therein will control this transaction with respect to those goods so covered to the extent that the terms and conditions contained in such annual purchase agreement are inconsistent with the terms and conditions of this Agreement or contain terms and conditions that are in addition to those contained in this Agreement.
16. Except as otherwise provided in paragraph 13, this agreement [and any warranty policy statement attached hereto] contain all the terms and conditions with respect to the sale and purchase of the material named herein, and no modification of these terms and conditions shall be of any force unless such modification is reduced to writing and signed by the party claimed to be bound thereby.

TA Instruments - Waters L.L.C. 159 Lukens Drive, New Castle, DE 19720 302 427 4050 www.tainstruments.com
This quotation is expressly conditioned upon, and subject to all terms and conditions set forth within

City of Springfield, Illinois, Office of Public Utilities, also known as City Water Light & Power, ("City") Conditions of Acceptance Standard Terms and Conditions of Sale with TA Instruments-Waters L.L.C. for the Purchase of a Discovery TGA 550 Auto Standard Unit and Thermal Install and Training Fee per Quote #23771986 are as follows:

Not to Exceed

This contract does not authorize an expenditure of city funds in excess of \$94,900.00 without the prior approval of the Springfield City Council or Director of OBM as applicable. TA Instruments-Waters L.L.C. 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 exceeds \$94,900.00.

Affirmative Action Compliance

TA Instruments-Waters L.L.C. agrees to adhere to the provisions of Chapter 93 of the City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof which shall constitute the Affirmative Action program of this Agreement. (https://library.municode.com/il/springfield/codes/code_of_ordinances - Title IX, General Regulations.)

Non-Barring from Bidding

TA Instruments-Waters L.L.C. 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 Section 33E-3 or 33E-4 of the Illinois Criminal Code.

Non-Delinquency

TA Instruments-Waters L.L.C. certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Federal, State and Local Laws

All applicable federal, state, county and municipal laws, ordinances, rules and regulations and codes of all authorities having jurisdiction shall apply to this Agreement and the services hereunder and are deemed to be included herein the same as though herein written in full.

Counterpart Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party may execute this Agreement on a facsimile or PDF hereof. In addition, facsimile or PDF signatures of either Party shall be valid and binding, and delivery of a facsimile or PDF signature by either Party shall constitute due execution and delivery of this Agreement.

20. Governing Law. The contract formed by Customer's acceptance of this quotation shall be governed by and construed in accordance with the laws of the ~~Commonwealth of Delaware~~ State of Illinois.

TA Instruments-Waters L.L.C.

City of Springfield, Illinois

Fred Wiebke - Senior Director

(Type or print name of Authorized Representative)

(Type Name of Authorized Representative)

Fred Wiebke

(Signature of Authorized Representative)

(Signature of Authorized Representative)

Date: 8/21/2024

Date: _____

ORDINANCE FACT SHEET

DATE OF 1st READING: 09-03-24

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: 94,900.00

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

CONTRACTOR / VENDOR NAME: TA Instruments - Waters LLC

VENDOR NO: _____

CONTRACT TERM: ~ Change in Scope Yes ☐ No ☒

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

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☐ Other: _____☒ Exception: Sole Source

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	CAB	3882	1505	94,900.00
2						
3						
4						

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

Quote #23771986

STAFF ANALYSIS

The purchase of a new Thermogravimetric Analyzer (TGA) - the TA Instruments TGA 550 Auto, for use in the Dallman Laboratory and the thermal install and training fee.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H.
Date: 2024.08.19 13:51:18 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2024.08.19 12:12:17 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2024.08.19 14:56:09 -05'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2024.08.21 09:21:07 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-342

2024-343

AN ORDINANCE AUTHORIZING AN EXPENDITURE IN THE AMOUNT OF \$96,140.00 FOR THE 2024
HELPING HOMES ENERGY EFFICIENCY RENOVATION IMPROVEMENT PROGRAM,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes an expenditure in the amount of \$96,140.00 for the 2024 Helping Homes Energy Efficiency Renovation Improvement Program ("Helping Homes Program"), and

WHEREAS, the Helping Homes Program provides qualifying low-income electric customers the opportunity to reduce their energy costs through the installation of energy-saving retrofits to their homes. These retrofits, determined by an energy audit, may include attic and/or band joist insulation, central air conditioner or heat pump replacement, caulking and weather-stripping, LED lighting upgrades, bathroom exhaust fan upgrades, and other possible measures shown to have positive savings for the money invested. The result of the program is a more efficient home that helps the customers save money on their monthly energy bills, and reduces the energy generation load for the Utility, and

WHEREAS, there are eight (8) homes to be included in the 2024 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, for the corresponding Request for Proposal No. UE25-30, and

WHEREAS, Keith Moore, dba Keith Moore Builders was awarded the bid for five (5) of the eight (8) properties, for a total amount of \$66,540.00, and William Hahnenkamp, dba Bill's Home Improvements, was awarded the bid for three (3) of the eight (8) properties, for a total amount of \$29,600.00, and

WHEREAS, the proposal documents with the above vendors shall be on file in the Office of the City Clerk.

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

Section 1. The City Council hereby authorizes an expenditure in an amount not to exceed Ninety-Six Thousand One Hundred Forty Dollars and No Cents (\$96,140.00) for the Helping Homes Energy Efficiency Renovation Improvement Program ("Helping Homes Program") for 2024 with the works to be performed by Keith Moore Builders and Bill's Home Improvements.

Section 2. The Office of Budget and Management is authorized to make payments in an amount not to exceed Ninety-Six Thousand One Hundred Forty Dollars and No Cents (\$96,140.00) upon satisfactory completion of the project by Keith Moore Builders and Bill's Home Improvements from account number 102-100-CBG-7856-1232.

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

PASSED: _____, 2024

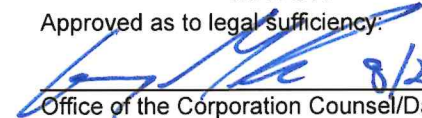
SIGNED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____

MAYOR

Approved as to legal sufficiency:


8/28/24
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

2024-343

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Keith Moore dba Keith Moore Builders and William Hahnenkamp
dba Bill's Home Improvements

CONTRACT AMOUNT: \$96,140.00

TYPE OF AWARD: Expenditure Authority / RFP Contract Award

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 504-11-23, UE25-30, Keith Moore dba Keith Moore Builders and William Hahnenkamp dba Bill's Home Improvements, 12 properties, \$196,928.00 total.

INFORMATION:

This Ordinance approves and authorizes an expenditure in the amount not to exceed \$96,140.00, in relation to Round Eighteen (18) of the Helping Homes Energy Efficiency Renovation Improvement Program ("Helping Homes Program") for 2024.

Helping Homes Program specializes in home weatherization and energy efficiency and is designed to help qualifying low-income electric customers reduce their energy costs by installing energy-saving retrofits in their homes (the qualifying low-income limits are based on HUD's Income limit). An energy audit determines these retrofits and can include insulation, central air conditioner or heat pump replacement, caulking and weather-stripping, lighting upgrades, and other measures. The retrofits are chosen based on whether they have positive savings for the money invested. All retrofit work will be completed at no cost to those awarded participation in the Helping Homes program. This year, there are eight (8) properties in this program, with improvements ranging from \$5,950.00 to \$17,400.00.

A Request for Proposal was solicited to provide the construction work needed for these properties (RFP UE25-30). This proposal is awarded to Keith Moore, dba Keith Moore Builders and William Hahnenkamp, dba Bill's Home Improvements.

Keith Moore Builders was awarded five (5) properties for a total amount of \$66,540.00. Bill's Home Improvements was awarded three (3) properties for a total amount of \$29,600.00. Both vendors have performed this work for the Helping Hands Program for numerous years and are CWLP-certified contractors.



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 22, 2024

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# UE25-30 FY25 Helping Homes Program for the Office of Public Utilities and recommended awards to Keith Moore Builders and Bill's Home Improvement.

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

Helping Homes

Bid Document-----Round 18



From Bid Opening on Wednesday August 7th, 2024 • 10:00AM

Office of Budget and Management • 300 South Seventh-Room 210 • Springfield, IL

OBM approval

RFP UE25-30	Address	City State, Zip	Keith Moore Springfield, IL	Bill's Home Improvement Litchfield, IL	Low Bid
A	1212 S LIVINGSTON ST	Springfield, IL 62703	\$14,400.00	\$15,999.00	\$14,400.00
B	2736 S WALNUT ST	Springfield, IL 62704	\$17,400.00	\$20,500.00	\$17,400.00
C	1429 S 4TH ST	Springfield, IL 62703	\$4,300.00	\$3,500.00	\$3,500.00
D	11 HARRIET AVE	Springfield, IL 62702	\$12,990.00	\$12,500.00	\$12,500.00
E	1416 HOLMES AVE	Springfield, IL 62704	\$11,800.00	\$13,000.00	\$11,800.00
F	1916 SKIPTON RD	Springfield, IL 62702	\$16,990.00	\$19,000.00	\$16,990.00
G	10 SYCAMORE ROW	Springfield, IL 62702	\$13,999.00	\$13,600.00	\$13,600.00
H	205 N ILLINOIS ST	Springfield, IL 62702	\$5,950.00	\$7,000.00	\$5,950.00

To:

City of Springfield
Office of Budget & Management
Room 210-Municipal Center West
300 South Seventh Street
Springfield, IL 62701-1681

low bid totals: \$

\$96,140.00

ORDINANCE FACT SHEET

DATE OF 1st READING: 09/03/24

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: \$96,140.00

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

CONTRACTOR / VENDOR NAME: See Ord. Discussion Sheet (names are too long, wont fit)

VENDOR NO: _____

CONTRACT TERM: 1 yr.

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: 66,540 & 29,600 = 96,140.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☒ Other: RFP - Lowest
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s 504-11-23

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	102	100	CBG	7856	1232	96,140.00
2						
3						
4						

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

RFP - bid tab

STAFF ANALYSIS

Authorizing the expenditures for the 2024 Helping Homes - Round 18 project, 8 customers.

FUNDS CHECK BY: Kerfoot, Benjamin R.

Digitally signed by Kerfoot, Benjamin R.
Date: 2024.08.22 10:38:25 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

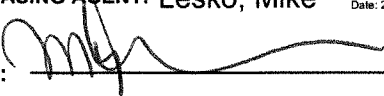
Digitally signed by Doug Brown
Date: 2024.08.22 10:05:14 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.08.22 14:50:47 -05'00'

Date: _____

SIGN OFF: 

(Mayor's Signature)

GEM

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2024.08.22 16:49:42 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-343

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH CERAM USA, INC. IN AN AMOUNT NOT TO EXCEED \$433,000.00 FOR THE PURCHASE OF NEW CATALYST MODULES FOR THE DALLMAN POWER STATION'S UNIT 4, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes the execution of an agreement with Ceram USA, Inc. ("Ceram") in the amount of \$433,000.00 for the purchase of forty (40) new catalyst modules for the Unit 4 Selective Catalytic Reactors (SCR) at Dallman Power Station, for the Office of Public Utilities, and

WHEREAS, these new catalysts will be used to replace aged catalysts that have not been able to be successfully regenerated due to pluggage and mechanical damage, and

WHEREAS, Ceram will perform said services in accordance with the agreement, which shall be on file with the City of Springfield Office of the City Clerk, 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.

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 an agreement with Ceram, a copy of which shall be on file with the City Clerk, in the amount of Four Hundred Thirty-Three Thousand Dollars and No Cents (\$433,000.00) for purchase of forty (40) new catalyst modules for Dallman Power Station's Unit 4.

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

Section 3. The Office of Budget Management is hereby authorized to pay Ceram a total maximum amount of Four Hundred Thirty-Three Thousand Dollars and No Cents (\$433,000.00) from Account No. 102-100-CAA-8017-1404.

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

PASSED: _____, 2024

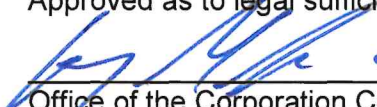
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 8/28/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Ceram USA, Inc.
CONTRACT AMOUNT: \$433,000.00
TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 416-09-23, Ceram USA, Inc., 54 catalyst, \$578,000.00, Sole Source.

INFORMATION:

This is a contract to purchase new catalyst modules for the Unit 4 Selective Catalytic Reactors (SCR) at Dallman Power Station.

This Ordinance authorizes a contract with Ceram USA, Inc. ("Ceram") to purchase forty (40) new catalyst modules for Unit 4 in an amount not to exceed \$433,000.00. The new catalysts would be used to replace the aged catalysts that are unable to be successfully regenerated due to pluggage and mechanical damage from operations.

With the current catalyst modules on hand in inventory (20) and these new catalyst modules (40), the quantity will ensure that enough modules will be in inventory for the replacement of the top layer of catalyst modules, currently scheduled for 2025. The Utility anticipates sending 54 catalysts for regeneration; it is unknown at this time how many of those will be able to be used. Any additional modules will be inventoried for use in the next catalyst replacement, which will likely take place in 2026. The new catalyst modules are manufactured in Ceram's facility in Frauental, Austria, with an anticipated delivery date of April 1, 2025.

The cost for these 40 new replacement modules is \$433,000.00, which will be split between FY25 and FY26 due to milestone invoicing. 50% will be paid in FY25, and 50% will be paid in FY26.

The catalyst is important in converting nitrogen oxides, also referred to as NOx, with the aid of a catalyst into diatomic nitrogen and water.

Ceram is the Original Equipment Manufacturer of the catalyst. Ceram 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: August 19, 2024

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Ceram USA, Inc., for the purchase of 40 new catalyst modules for Unit 4 SCR in an amount not to exceed \$433,000.00 for CWLP - Office of Public Utilities.

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



**UNIT 4 NEW CATALYST PROPOSAL
V.Y. DALLMAN POWER STATION**

**Presented to:
City of Springfield Office of Public Utilities**

**Prepared by:
CERAM USA, Inc.**

August 13, 2024

7304 West 130th Street, Suite 140 • Overland Park, Kansas 66213
Tel: (913) 239-9896 • Fax: (913) 239-9821

2024-344

1.0 Overview

CERAM USA, Inc. (CERAM) is pleased to provide the following proposal to the City of Springfield Office of Public Utilities (City) regarding the supply of new catalyst for Unit 4 at the V.Y. Dallman Power Station. We are proposing to supply forty (40) new modules (73 m³) for Unit 4. The new catalyst would replace the aged catalyst that cannot be successfully regenerated because of pluggage and mechanical damage from operation. The scope of services for this proposal is outlined in Section 3.0, and the pricing is shown in Section 6.0.

CERAM has broad and detailed experience performing the catalyst management activities at the Dallman Station for each unit since the selective catalytic reduction (SCR) systems went into operation in 2003 for Units 31, 32, and 33 and since 2009 for Unit 4. These services have included reactor inspections, catalyst testing, ammonia injection grid tuning, SCR operations data assessment, and catalyst management planning. CERAM has also assisted in providing the rejuvenation/regeneration services for all of the catalyst layers removed from each unit.

CERAM has based our new catalyst design on the design conditions from the original contract and conditions determined as part of our CATLife® Program of services. The new catalyst supplied in this proposal carries our standard quality warranties. The new catalyst will be identical in design, manufacture, and material within customary tolerances to the catalyst already supplied and installed in Unit 4. The catalyst geometry will be the same 6.74 mm pitch and 1,130 mm element length utilized in previous installations. The catalyst's activity and SO₂ to SO₃ conversion rate will be designed at 686 F. In addition, the catalyst will be designed with a 0.9 mm inner wall thickness to ensure high mechanical integrity and maximize future flexibility for catalyst cleaning and regeneration. There are no temperature ramp-up rate limitations for our ceramic homogenous honeycomb catalyst.

In addition to delivering the new catalyst for Unit 4, CERAM will provide cover grates for each module. All catalyst modules will be equipped with a full-size test element, allowing maximum flexibility when selecting samples for analysis. The delivery terms are DDP Incoterms 2000 (delivered, duty paid) to the Dallman Station site. The frame material for this catalyst delivery will be RSt37-2, suitable for excursion temperatures up to 800 F.

Catalyst Design

The CERAM Austria, GmbH plant produces CERAM honeycomb and plate-type catalysts. We propose to supply our homogeneous honeycomb product composed of porous metal oxide (catalyst support) and active metals. The catalyst support consists of titanium dioxide (TiO₂) (anatase), and the active metals are vanadium pentoxide (V₂O₅) and tungsten trioxide (WO₃).

For the Unit 4 design, we have proposed a catalyst designed to achieve the highest possible initial catalyst activity while maintaining a conversion rate of less than 0.25% SO₂ to SO₃ at 686 F. Section 6.0 summarizes the catalyst design and scope of supply regarding this offering. We will supply new catalyst modules that will be utilized as replacement modules. These will replace modules needed in 2025 to supplement regenerated catalysts and ensure enough modules are available to complete a whole layer. We have proposed using the same 6 x 12 element arrangement per module (e.g., 72 elements per module) and module height of 1,130 mm as

previously supplied. The 6.74 mm pitch and 0.9 mm inner wall thickness will also be the same as the existing catalyst.

In addition, the catalyst design for this project allows for an unlimited temperature gradient during startup and shutdown and an unlimited temperature difference between the flue gas and the catalyst based on normal plant operation. Moreover, there are no restrictions on the transient temperature gradient of the catalyst during startup. Our catalyst will not be damaged when exposed to an extreme thermal gradient. CERAM recommends following the current SCR operating practices as originally designed regarding fuels fired and the minimum and maximum temperatures practiced at Dallman.

2.0 Proposed Scope of Services

New Catalyst Process for Unit 4

- CERAM shall supply forty (40) new catalyst modules for use in Unit 4. The catalyst will be manufactured at our facility in Frauental, Austria.
- The catalyst's activity and SO₂ to SO₃ conversion rate will be designed at 686 F, and the same 6.74 mm pitch and 1,130 mm element length will be used.
- The new catalyst will achieve a fixed SO₂ to SO₃ oxidation rate of 0.25% ($\pm 0.10\%$ testing tolerance) based on equivalent laboratory measurements within the original catalyst production tolerance. The corresponding activity level will be greater than or equal to 37 Nm³/m²hr (± 1.5 m/h testing tolerance) based on equivalent laboratory measurements.
- The catalyst supplied will have the same standard quality warranties and will be identical in design, manufacture, and material within customary tolerances to the catalyst previously supplied and installed at Dallman.
- CERAM shall supply forty (40) new cover grates.

3.0 Task Descriptions

Task 1 Supply of New Catalyst

The following is a list of activities that will be performed to supply the City with a new catalyst.

City

1. Approximately 4-5 air ride tractor trailers, each hauling one 40 ft ocean container, will arrive onsite containing the new catalyst and cover grates. The catalyst modules will be shipped on pallets; all other materials will be shipped in wooden crates. The City or its subcontractor will unload all containers and store the new catalyst in a weather-protected area or cover the catalyst modules with heavy-duty tarps for short-term storage outside (2-3 weeks) in a location where water will not pool.

CERAM

1. Supply forty (40) new Unit 4 catalyst modules and forty (40) new cover grates.
2. Delivery will be Delivered Duty Paid (DDP).
3. Quality control/quality assurance during production will be enforced. Catalyst testing will be performed before shipment to ensure that the design SO₂ to SO₃ oxidation rate and activity are achieved.

All catalyst testing will be performed in a semi-bench reactor in CERAM's test laboratory in Frauental, Austria. Testing will include activity, SO₂ to SO₃ oxidation rate, bulk chemistry, pore volume, Brunauer-Emmett-Teller (BET) surface area, compression strength, and abrasion strength to ensure guarantees are met. Representatives from the City are welcome to witness this testing at CERAM.

Please note that CERAM cannot accept any responsibility for re-occurring pluggage after the installation of the new catalyst modules into any of the SCR reactors at Dallman. CERAM cannot accept any responsibility for any damage to the catalyst modules that occurs during the unloading process at Dallman and cannot accept any responsibility for any damage caused by or to the catalyst as a consequence of physical pluggage during SCR plant operation (e.g., erosion, structural failure, etc.)

CERAM will comply with all environmental laws during catalyst production and transportation. CERAM has included this environmental compliance within our scope of services.

4.0 City Provided Services/Equipment

City personnel will provide the following unless specified elsewhere within the project scope:

New Catalyst Process

- Unloading the new catalyst modules and cover grates at the Dallman Power Station. Except for the modules, which are each on a wooden pallet, all other materials will be in wooden crates. The City is assumed to supply a forklift with suitable tines and a loading dock/area that allows the loading and unloading from a 40-ft ocean container on a tractor-trailer truck.
- Storage of the new catalyst in a weather-protected area (e.g., a warehouse) or cover the catalyst modules with heavy-duty tarps for short-term storage outside (2-3 weeks) where water will not pool.

5.0 Pricing and Services Summary

Table 1 summarizes the catalyst design and scope of supply for this offering. Table 2 lists the pricing for the scope described in this proposal. The following list of pricing pertains to the work offered.

Table 1 – CWLP Dallman Unit 4 Catalyst Design and Scope of Supply	
Parameter	
Catalyst Design:	Dallman Unit 4
Catalyst Pitch, mm	6.74
Number of cells, n x n	22 x 22
Catalyst Wall Thickness, mm	0.9
Specific Surface Area, m ² /m ³	502
Catalyst Element Length, mm	1,130
Module Weight, lb (clean condition)	2,600
Volume of Catalyst/Frame, m ³	1.83
Modules Delivered, Qty.	40
Volume for Modules Delivered, m ³	73.22
Volume of Replacement Test Elements, m ³	0.25
Total Delivered Volume, m ³	73.48
Scope of Supply	
Removable Cover Grates, Qty.	40
Catalyst and Cover Grate Drawings	1 Lot
Delivery Completed	April 1, 2025
Delivery Terms to Job Site	DDP Incoterms 2000
Performance:	
Initial Catalyst Activity ⁽¹⁾ , m ³ /m ² h	≥ 37
Initial SO ₂ to SO ₃ Conversion Rate, %	0.25 (686 F and NH ₃ off, field equivalent) Guarantee of ≤ 0.4% in CERAM laboratory ⁽¹⁾
Notes:	
(1) The guaranteed activity and SO ₂ to SO ₃ conversion rate will be measured using a CERAM semi-bench scale reactor at the following test conditions: Activity (K): (T = 360 C, AV = 25 m/h, α = 1.2, NO = 200 ppm, SO ₂ = 500 ppm, O ₂ = 2%, H ₂ O = 10%, N ₂ = Balance). SO ₂ to SO ₃ Conversion Rate: (T = 360 C, AV = 10 m/h, α = 0, NO = 200 ppm, O ₂ = 2%, H ₂ O = 10%, N ₂ = Balance). Activity tolerance of ±1.5 m/h and SO ₂ to SO ₃ conversion rate tolerance of ±0.10% assumed.	

Table 2 – CWLP Dallman Pricing and Payment Terms	
Task 1 Catalyst Pricing	
Catalyst Scope of Supply Price for Unit 4	\$433,000 (USD)
Optional Per Diem Field Services Per diem field services are available M-F; 9 hr/day; 1.5x Sat. & over time; 2x Sun. & holidays; (plus expenses at cost)	\$1,850/day for a Process Engineer (plus expenses at cost)
Proposal Validity	October 31, 2024
Delivery Schedule: Delivery to Site (DDP Incoterms 2000)	April 1, 2025
Payment and Cancellation Terms: We have proposed the following pricing plan for supplying the proposed scope based on making milestone payments as the project progresses. Please review the following terms of payment and advise of any changes. A mutually agreeable schedule would determine the dates for each milestone payment. 10% Due upon award 10% Due at issuance of catalyst drawings 30% Due upon raw material purchase 40% Due at 100% production complete 10% Due at delivery complete, no later than April 1, 2025 Payment terms would be net 30 days, and cancellation charges would be cumulative based on the total payments made and payments due at the time of cancellation for materials ordered and work performed to date.	
Limitation of Liability and Consequential Damages. The liability of CERAM with respect to this Order, or anything done in connection therewith, whether in contract, tort, strict liability, or otherwise, shall not exceed one hundred percent (100%) of the annual compensation received. Neither CWLP nor CERAM shall be liable to each other for loss of profits, loss of use, loss of contracts, or for any indirect or consequential damages in respect of the performance of the Order, regardless of any breach of contract, tort (including negligence), or other basis of liability. None of the limitations of liability contained herein, except for the limitation of consequential damages, shall apply to claims for personal injury, property damage, or infringement.	

The Company's certification that pursuant to Illinois law as it pertains to foreign corporations: CERAM has examined the relevant statute and determined that it is not required to register as an entity with the Illinois Secretary of State.

This agreement shall be governed in accordance with the laws of the State of Illinois.

Affirmative Action Compliance

CERAM agrees to adhere to the provisions of Chapter 93 of the City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof, which shall constitute the Affirmative Action program of this Agreement.

Non-Barring from Bidding

CERAM 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 Section 33E-3 or 33E-4 of the Illinois Criminal Code.

Non-Delinquency

CERAM certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Federal, State, and Local Laws

All applicable federal, state, county, and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction shall apply to this Agreement and the services hereunder and are deemed to be included herein the same as though herein written in full.

This contract does not authorize an expenditure of the City of Springfield, Illinois, funds in excess of \$433,000 unless the City Council specifically approves an additional expenditure. CERAM 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 exceeds the amount authorized by the City Council.

IN WITNESS WHEREOF, the City of Springfield, Illinois, by and through its authorized officer, and CERAM USA, Inc., by its authorized officer, have made and executed this Agreement in triplicate.

THE CITY OF SPRINGFIELD, ILLINOIS
Office of Public Utilities

Date _____

By _____

Glen

Title _____

CERAM USA, INC.

Date 08/13/2024

By Noel Rosha

Noel Rosha, P.E.
President

ORDINANCE FACT SHEET

DATE OF 1st READING: 9/3/24

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: \$433,000.00

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

CONTRACTOR / VENDOR NAME: Ceram USA, Inc.

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: Sole Source
☐ Low Evaluated Bid Code Provision: 38.40

Previous Ord #'s 416-09-23

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	102	100	CAA	8017	1404	433,000.00
2						
3						
4						

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

Ceram's proposal

STAFF ANALYSIS

The PURCHASE of 40 NEW catalyst modules for the Unit 4 SCR.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H.
Date: 2024.08.19 13:49:58 -05'00'

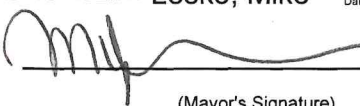
Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2024.08.19 12:11:29 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2024.08.19 14:41:11 -05'00'

Date: _____

SIGN OFF: 

(Mayor's Signature)

GEM

Metzger, Ramona M. Digitally signed by Metzger, Ramona M.
Date: 2024.08.19 15:11:35 -05'00'

(Director of OBM)

2024-344

The information supplied on this form is not confidential information.

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF AN
AGREEMENT WITH CERAM USA, INC. IN AN AMOUNT NOT TO EXCEED
\$434,000.00 FOR CATALYST REGENERATION FOR DALLMAN UNIT 4,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes execution of an agreement with Ceram USA, Inc. ("Ceram") in the amount of \$434,000.00 for the regeneration of catalyst modules from the selective catalytic reactors ("SCR") at Dallman Unit 4, for the Office of Public Utilities, and

WHEREAS, fifty-four (54) catalyst modules were removed from the Unit 4 SCR system's bottom layer during the Spring 2024 outage due to deactivation, erosion, pluggage, and sintering, and

WHEREAS, Ceram will clean, regenerate, and test the catalyst modules, and

WHEREAS, Ceram will perform said services in accordance with the agreement, which shall be on file with the City of Springfield Office of the City Clerk, 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.

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 an agreement with Ceram, a copy of which shall be on file with the City Clerk, in the amount of Four Hundred Thirty-Four Thousand Dollars and No Cents (\$434,000.00) for regeneration of the catalyst modules for Dallman Unit 4.

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

Section 3. The Office of Budget Management is hereby authorized to pay Ceram the total maximum amount of Four Hundred Thirty-Four Thousand Dollars and No Cents (\$434,000.00) from Account No. 102-100-CAA-8017-1205.

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

PASSED: _____, 2024

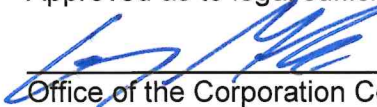
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 8/28/24

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

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Ceram USA, Inc.
CONTRACT AMOUNT: \$434,000.00
TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 216-05-23, Ceram USA, Inc., 54 catalyst, \$431,000.00, Sole Source.

INFORMATION:

This is a new contract for the regeneration of catalyst modules from the selective catalytic reactors ("SCR") from the Dallman Power Plant Unit No. 4.

This Ordinance authorizes a contract with Ceram USA, Inc. ("Ceram") in an amount not to exceed \$434,000.00 to clean and regenerate 54 catalyst modules that were removed from the bottom layer of the Dallman Unit 4 SCR during the spring 2024 outage. The catalysts were removed from service due to deactivation, erosion, pluggage, and sintering. The catalyst will be shipped to North Carolina for cleaning and chemical regeneration process. The units will then be tested in a semi-bench reactor in Frauenthal, Austria, and then returned to the Utility to be installed in the SCRs at a later date.

The catalysts are vital in converting nitrogen oxides, also referred to as NOx, with the aid of the catalyst into diatomic nitrogen and water.

The cost of the regeneration for the 54 catalyst modules (\$434,000.00) also includes a new set of clip-style catalyst seals for the installation of a layer of catalyst in Unit 4 SCR. This cost will be split between FY25 and FY26 due to milestone invoicing, with 90% being paid in FY25 and 10% being paid in FY26.

Ceram is the Original Equipment Manufacturer ("OEM") of the catalysts. Ceram 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: August 20, 2024

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Ceram USA, Inc., for the regeneration of 54 new catalyst modules for the Unit 4 SCR bottom layer in an amount not to exceed \$434,000.00 for CWLP - Office of Public Utilities.

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



**UNIT 4 REGENERATION PROPOSAL
V.Y. DALLMAN POWER STATION**

**Presented to:
City of Springfield Office of Public Utilities**

**Prepared by:
CERAM USA, Inc.**

No. GH240717-1

July 19, 2024

7304 West 130th Street, Suite 140 • Overland Park, Kansas 66213

Tel: (913) 239-9896 • Fax: (913) 239-9821

2024-345

1.0 Overview

CERAM USA, Inc. (CERAM) is pleased to provide the following proposal (No. GH240717-1) to the City of Springfield Office of Public Utilities (City) regarding the regeneration of the V.Y. Dallman Unit 4 top catalyst layer. The scope of services for this proposal is outlined in Section 3.0, and the pricing is shown in Section 6.0.

CERAM has broad and detailed experience in performing the catalyst management activities at Dallman Station for Units 4, 31, 32, and 33 since each selective catalytic reduction (SCR) system went into operation (Unit 4 in 2009 and Units 31, 32, and 33 in 2003). These services have included reactor inspections, catalyst testing, ammonia injection grid tuning, SCR operations data assessment, and catalyst management planning. CERAM, in combination with Cormetech (formerly STEAG SCR-Tech, Inc.), has also assisted in providing the rejuvenation/regeneration services for the top and bottom layers in Unit 4, all three catalyst layers in Unit 31 and Unit 32, and the catalyst from the top and bottom layers of Unit 33.

The catalyst removed from Unit 4 in spring 2024 has undergone deactivation, pluggage from large particle ash (LPA), and minor to moderate erosion. As such, there is an opportunity to regenerate the catalyst in Unit 4 and re-install it as “new” catalyst in Unit 4. CERAM proposes that the catalyst be regenerated off-site to remove pluggage, return lost activity to this catalyst, and return the regenerated catalyst to the plant by April 1, 2025. The catalyst is a chemical mixture of titanium dioxide, tungsten oxide, vanadium oxide, and other materials.

The homogeneous honeycomb catalyst that will be provided for regeneration was manufactured by CERAM. The layer from Unit 4 consists of fifty-four (54) ‘formerly’ new catalyst modules. The catalyst from the bottom layer was removed during the spring 2024 outage and will have been exposed to flue gas chemically and mechanically for approximately 16,000 hours.

Rejuvenation and Regeneration

Several catalyst rejuvenation and regeneration processes have been developed in Europe over the past three decades and are protected by international patents and patent applications. CERAM has previously evaluated various contractors to perform this work and has selected Cormetech as a subcontractor to perform the catalyst regeneration services for Dallman. Cormetech has developed a process of rejuvenating and regenerating catalysts since 1997 and offers these services in the U.S. The process is based on the following principles:

- Avoid costs for waste and disposal.
- Reduction of operational costs.
- Maximize utilization of existing catalyst assets.

Catalyst rejuvenation and regeneration can be performed by washing or rejuvenating the spent catalyst modules removed from the unit. The washing process is designed to remove the physical restrictions (e.g., pluggage) while the rejuvenation maximizes the number of active sites that are made available on the catalyst surface, similar to almost the same number of active sites that would be found on new catalyst. By successfully rejuvenating the active sites, the activity of the spent catalyst should be partly or entirely restored to that of new catalyst. The regeneration process is characterized by first washing or rejuvenating the catalyst module with a combination of water

and surfactants and then adding surface activity-enhancing substances, which could include metal compounds. This process will restore active sites on the catalyst surface, thus restoring its potential for NO_x removal. The rejuvenation and regeneration processes will remove deposits and chemisorbed substances and ions and reactivate available sites.

Unit 4 Rejuvenation and Regeneration

Each of the fifty-four (54) modules from Unit 4 will be regenerated based on maintaining a conversion rate as close as practicable to the existing sulfur dioxide (SO₂) conversion rate. In addition, plugged modules will be cleaned to less than or equal to 5% pluggage. Figure 1-1 shows a diagram of the plugged modules from the bottom layer of Unit 4. The average pluggage in the bottom catalyst level in 2023 was 4%, but it will most likely have increased to 10% with additional operation in 2024. The pluggage in the layer was generally hard and compact. This pluggage was caused predominately by LPA and fly ash. Removal of this plugged material may be possible through washing and will be necessary before catalyst regeneration. However, LPA with a high iron oxide content is difficult to remove from honeycomb catalysts without significant loss from attrition. Each catalyst module will be assessed before the regeneration process, and the City will be informed of the expected number of recoverable modules. Unit 4 has an LPA screen that generally prevents pluggage in the SCR reactor, but there was previous damage to the screen that allowed LPA to pass through to the SCR reactor. Minor to moderate mechanical catalyst damage was observed in locations throughout the layer. Damaged elements will be assessed before the regeneration process and properly disposed of if necessary.

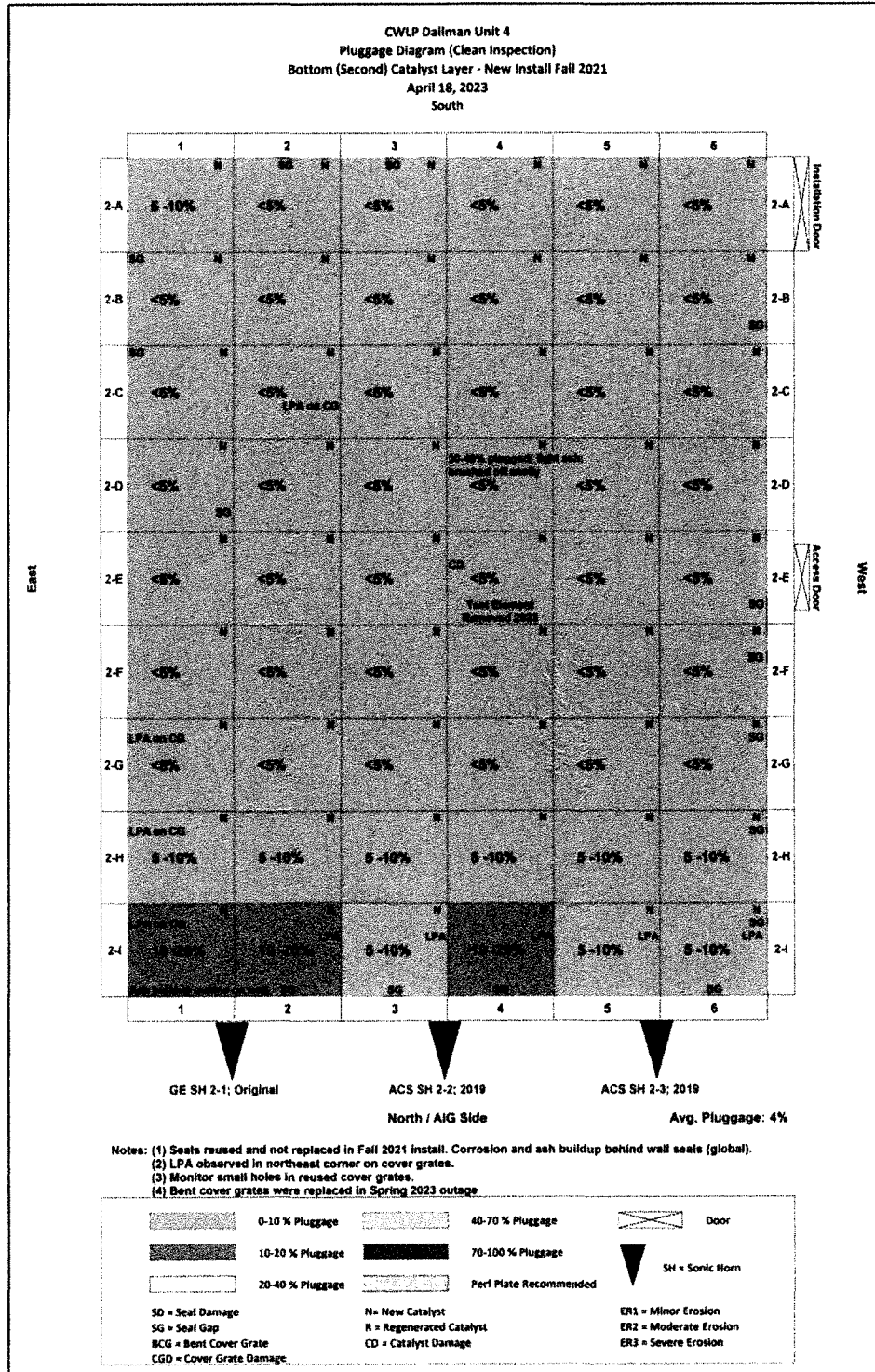


Figure 1-1. Diagram of module grid and inspection results in the bottom layer in Unit 4.

2.0 Background

Catalyst becomes unserviceable when the design SCR NO_x reduction and ammonia slip design conditions cannot be met simultaneously. There are four main reasons for the catalyst modules to be considered unserviceable in each unit. The main reasons are in no particular order:

- Deactivation
- Erosion
- Pluggage
- Sintering

Deactivation

Catalyst modules will deactivate over time with exposure to flue gas regardless of whether a plant is firing coal, natural gas, fuel oil, etc. CERAM has developed theoretical and experimental methods to predict this effect. Catalysts will also deactivate over time if not kept above condensation conditions during extended lay-up periods or outages. CERAM has performed catalyst testing on elements from Unit 4 and has tracked the deactivation since the first exposure to flue gas. The first sign of deactivation will be a slight increase of reagent (ammonia; NH₃) required to achieve the required NO_x reduction, leading to an increase in ammonia slip. An increase of ammonia slip beyond the process design limit of 2 ppm endangers reliable unit operation as resultant ammonium bisulfate (combining ammonia slip with sulfur trioxide (SO₃) in the flue gas) particles can deposit in and plug the air heater. The Unit 4 SCR system typically operates at reduction levels greater than the original design. A solution to this situation would be to add a spare layer of new catalyst for Unit 4. However, this alternative would increase the pressure drop across the SCR, increase the auxiliary load requirement, and require installing catalyst cleaning devices (i.e., soot blowers or sonic horns). However, a cost-effective solution would be to regenerate the existing catalyst for reuse. This has an initially lower capital cost than procuring new catalyst but typically has a reduced life due to a lower initial activity to achieve the necessary low SO₂ to SO₃ conversion rate.

Deactivation is caused by exposure to various catalyst poisons and surface contaminants, such as calcium sulfate, alkaline metals, arsenic, silica and phosphorous compounds, hydrochloric and hydrofluoric acids, etc., that are formed during the combustion process in coal-fired power plants. Catalysts installed in every coal-fired plant are deactivated from various constituents during exposure to flue gas and when not kept above condensation conditions during lay-up or outage periods. Some potential catalyst poisons that could lead to the deactivation of the catalyst are found in the trace analysis or can be controlled by temperature. CERAM's reactor inspection and catalyst testing results over time have indicated increased deactivation due to ash pluggage and chemical effects on the catalyst, resulting in deactivation.

Previous tests have proven that both catalyst rejuvenation and regeneration can be performed successfully on catalyst removed with the proper precaution of protecting the aged (dirty) modules from moisture (e.g., covering them with tarps or storing them in a warehouse) prior to the rejuvenation and regeneration process. Further testing will be performed on elements before finalizing the regeneration process to "re-activate" the catalyst to approximately an "as new" activity condition.

Erosion

Flow irregularities, improper catalyst cleaning, and fly ash maldistribution can cause mechanical catalyst damage. Overall, minor to moderate signs of leading edge erosion were observed due to increased flue gas velocity and vector angles primarily caused by increased pluggage. Modules will be assessed for the regeneration process, and the elements will be properly disposed of if necessary. We have included the replacement of 288 elements in our scope of supply (e.g., 72 elements in one module) for this project. Any elements replaced will be by using CERAM elements with the same geometry and similar chemistry. In general, leading-edge catalyst erosion over time is normal; however, an increase in pluggage will lead to an increase in catalyst erosion.

Plugging

Catalysts can be plugged by slag or LPA due to high concentrations of fly ash. Through proper boiler operation, installation of preventative LPA devices, and the appropriate catalyst pitch, catalyst pluggage can be mitigated. However, the recent reactor inspections revealed an increase in pluggage has occurred. The pluggage is hard and compact with minor to moderate amounts of LPA and fly ash. The plugged areas result in a loss of active surface area for DeNOx performance. This plugged material may be removed through catalyst washing followed by regeneration. Elements with severe LPA pluggage will require extensive cleaning and may need to be replaced.

Sintering

Catalyst sintering occurs when the maximum allowable operating temperature of the catalyst is exceeded. The quality of the fly ash is essential in avoiding catalyst sintering. SCR catalyst activity is based on oxidation reactions occurring at the surface. As such, unburned carbon (measured as a loss on ignition (LOI)) may be oxidized by the catalyst. This is true for any DeNOx catalyst from any supplier. At higher LOI levels, the oxidation of unburned carbon can result in pluggage and possibly fires on the catalyst. A homogeneous honeycomb catalyst is entirely made of fully oxidized material. If a fire were to occur, the catalytic activity in the area of the fire would be destroyed (sintering). However, the material will remain mechanically intact and not lead to the propagation of the fire. The damaged elements will lead to local increases in pluggage due to a change in the velocity vectors into the catalyst. Minimizing LOI during boiler operation is an important step and is recommended for maintaining proper SCR operation. The catalyst in Unit 4 showed minor signs of unburned carbon mixed in with the fly ash and a portion of the plugged catalyst cells. Removal of this plugged material is possible through catalyst washing followed by regeneration.

3.0 Proposed Scope of Services

Unit 4 Regeneration Process

- CERAM shall supply services to regenerate the fifty-four (54) used catalyst modules that were removed from the bottom layer of Unit 4. The Unit 4 modules shall be cleaned and regenerated off-site and returned to Dallman no later than April 1, 2025.
- The regeneration process for Unit 4 will achieve a fixed SO₂ to SO₃ conversion rate of 0.30% (±0.10% testing tolerance) based on equivalent laboratory measurements that are within the original catalyst production tolerance as measured in a semi-bench reactor. This correlates to an SO₂ to SO₃ conversion rate in the field of 0.25% when considering the plant operating conditions (e.g., area velocity, temperature, ash absorption, etc.). The

- corresponding activity level will be greater than or equal to 37 m/hr (± 1.5 m/hr testing tolerance) based on equivalent laboratory measurements measured in a semi-bench reactor.
- Each module will be cleaned to an average pluggage of 5% ($\pm 2\%$ tolerance).
- Ceramic paper or similar material will be re-installed between catalyst elements as necessary for proper catalyst operation.
- CERAM shall supply reactor wall-to-module and module-to-module metal seals for the regenerated layer.

4.0 Task Descriptions

Task 1 Regeneration Process

The catalyst modules from Unit 4 were removed from the reactor in the spring of 2024 by the City and stored in a warehouse offsite. Each catalyst module removed from the reactor was placed onto a wooden pallet for storage in a warehouse by the City. Each module should have been recorded with the corresponding serial number and percent pluggage.

The following is a list of activities to be performed as part of the regeneration services.

Task 1

City

1. The City or its subcontractor will load all fifty-four (54) modules from Unit 4 onto air-ride tractor trailers for transport offsite to Cormetech's facility in North Carolina. Before loading, the City will ensure each module is placed onto a wooden pallet.
2. The City or its subcontractor will unload all fifty-four (54) clean modules from Unit 4 from air ride tractor trailers transported from Cormetech's facility in North Carolina.
3. The City or its subcontractor will store the catalyst modules in a weather-protected area (e.g., a warehouse) or cover them with heavy-duty tarps for short-term storage outside (2-3 weeks) where water will not pool.
4. CERAM/Cormetech has included replacing 288 elements. The City will provide replacement elements that exceed this amount from in-stock storage.
5. The City will remove the cover grates and seal material from each module before shipment and store the cover grates that will be re-used.

CERAM/Cormetech

1. Unload modules for storage in a warehouse environment at Cormetech's facility in North Carolina.
2. Inspect each catalyst module and frame for visual damage to the catalyst.
3. Assess the location, severity, and origination of areas of severe pluggage.
4. Wash all fifty-four (54) catalyst modules from Unit 4 to remove slag, LPA, ash, and unburned carbon.
5. Rejuvenate all fifty-four (54) modules from Unit 4 with water and surfactants. Then, surface activity-enhancing substances, including metal compounds, will be added to fully regenerate all fifty-four (54) modules from Unit 4.
6. Cormetech will ship selected test elements to CERAM for catalyst testing.

7. Perform catalyst testing to ensure SO₂ to SO₃ conversion rate and activity are achieved on at least three (3) catalyst elements from Unit 4.
8. Inspect each catalyst module and frame to ensure modules have been cleaned to less than or equal to 5% pluggage.
9. Replace damaged elements from the cleaning process (maximum of 288 elements) with CERAM catalyst elements of similar chemistry and same geometry. Properly dispose of elements as needed.
10. Inspect each catalyst module and replace ceramic paper between elements where necessary.
11. Load all fifty-four (54) catalyst modules from Unit 4 onto air-ride tractor trailers for transport back to Dallman. Each catalyst module will be placed back onto a wooden pallet for loading.

The regeneration process will be performed module by module with the original cover grates removed. The City will remove and store the cover grates and seal material at Dallman prior to shipment. CERAM has not included the replacement or repair of any of the cover grates in our scope of supply for this proposal. Should the City require this, CERAM can supply new cover grates at an additional cost.

All catalyst testing will be performed in a semi-bench reactor in CERAM's test laboratory in Frauental, Austria. Testing will include activity and SO₂ to SO₃ conversion rate. The test results will be compared to production values for guaranteed purposes to ensure washing and regeneration guarantee tolerances have been met. Representatives from the City are welcome to witness this testing at CERAM and the inspection of the catalyst modules at Cormetech.

Please note that CERAM cannot accept any responsibility for re-occurring pluggage after the re-installation of the regenerated catalyst into any of the SCR reactors at Dallman. CERAM can also not accept any responsibility for any damage to the catalyst modules during the loading or unloading process at Dallman. CERAM can also not accept any responsibility for damage caused by or to the regenerated catalyst due to physical pluggage during SCR plant operation (e.g., erosion, structural failure, etc.)

CERAM will comply with all environmental laws during transport, cleaning, and regeneration and include them in our scope of services.

Task 2 Catalyst Seals

Unit 4 is considered a high dust coal-fired application, where we recommend using a top sealing system to minimize flue gas from bypassing around the catalyst modules. The top sealing system allows for more accessible disassembly work than a bottom sealing system. The top sealing system handles gas leakage and reduces dust buildup between the catalyst modules. The design of the seal system prevents thermal expansion from negatively affecting the catalyst modules. The V-shaped metal sheets that comprise part of the seal system have about twice the thermal expansion coefficient relative to the catalyst modules. Ceramic paper is placed between the catalyst elements and the modules that allow flue gas to flow through the catalyst elements and still form a flexible gas-tight sealing mechanism. When the steel catalyst module expands due to increased temperature, the ceramic paper compensates for the growth without damaging the catalyst due to thermal cracking and/or growth restrictions.

Based on the future layer replacement, we recommend procuring one complete layer of seals for Unit 4. We recommend having a spare set of seals for each layer on-site at all times if a catalyst event is needed. We would supply the clipped seal design, which allows a shorter installation time and, likewise, a shorter removal time.

5.0 City Provided Services/Equipment

City personnel will provide the following unless specified elsewhere in the scope:

Regeneration Process

- Any attending personnel necessary for meeting safety precaution requirements.
- Loading and unloading of the fifty-four (54) Unit 4 catalyst modules at the Dallman Power Station or a City owned facility. The City will supply a forklift with suitable tines and/or a loading dock that allows the loading and unloading process from a tractor-trailer truck.
- Three (3) replacement test elements for installation into three (3) modules after the regeneration process.
- Removal of cover grates and seal material from each module. Dallman will store the cover grates for reuse on the regenerated modules.
- Removal of all fifty-four (54) Unit 4 catalyst modules and placement of each module onto a suitable pallet for onsite storage in a warehouse until pickup.
- Store the catalyst modules in a weather-protected area (e.g., warehouse) or cover them with heavy-duty tarps for short-term storage outside (2-3 weeks) where water will not pool.

6.0 Pricing and Services Summary

Table 1 summarizes the regenerated catalyst design and scope of supply for this offering. Table 2 lists the pricing for the scope described in this proposal. The following list of pricing pertains to the work offered.

Table 1 – CWLP Dallman Regenerated Catalyst and Scope of Supply for Unit 4	
Parameter	
Original Catalyst Design:	Dallman Unit 4
Catalyst Pitch, mm	6.7
Number of cells, n x n	22 x 22
Catalyst Wall Thickness, mm	0.8
Specific Surface Area, m ² /m ³	511
Catalyst Element Length, mm	1,130
Module Weight, lb (clean condition)	2,600
Volume of Catalyst/Frame, m ³	1.85
Modules Regenerated, Qty.	54
Total Volume, m ³	98.9
Scope of Supply	
Delivery Completed	April 1, 2025
Delivery to/from Job Site	Included
Performance⁽¹⁾:	
Initial Catalyst Activity, m ³ /m ² h	≥ 37
Initial SO ₂ to SO ₃ Conversion Rate, %	0.25 (686 F and NH ₃ on field equivalent) Guarantee of ≤ 0.30% in CERAM laboratory
Note: (1) Guaranteed activity and SO ₂ to SO ₃ conversion rate measured using CERAM semi-bench reactor at the following test conditions: Activity: (T = 360 C, AV = 25 m/h, α = 1.2, NO = 200 ppm, SO ₂ = 500 ppm, O ₂ = 2%, H ₂ O = 10%, N ₂ = Balance) SO ₂ to SO ₃ Conversion Rate: (T = 360 C, AV = 10 m/h, α = 0, NO = 200 ppm, O ₂ = 2%, H ₂ O = 10%, N ₂ = Balance) Activity tolerance of ±1.5 m/h and SO ₂ to SO ₃ conversion rate tolerance of ±0.10% assumed.	

Table 2 – CWLP Dallman Pricing and Payment Terms	
Proposed Tasks for Unit 4 Catalyst Regeneration	
Task 1 – Regeneration of Catalyst Modules Regeneration of Unit 4 (54 modules)	\$415,300
Task 2 – Supply of Catalyst Seals Supply One Layer of Catalyst Seals (Unit 4 Design)	\$18,700
Scope of Supply Price Task 1 and Task 2	\$434,000
Proposal Validity	November 1, 2024
Payment and Cancellation Terms: We have proposed the following pricing plan for supplying the proposed scope based on making milestone payments as the project progresses. Please review the following terms of payment and advise of any changes. A mutually agreeable schedule would determine the dates for each milestone payment. • 10% of the total contract price with the issuance of a purchase order • 20% of the total contract price following pickup of the catalyst to be regenerated • 40% of the total contract price upon washing/regeneration of catalyst and inspection by CERAM • 30% of the total contract price upon delivery complete, no later than April 1, 2025 Payment terms would be net 30 days, and cancellation charges would be cumulative based on the total payments made and payments due at the time of cancellation for materials ordered and work performed to date. <u>Limitation of Liability and Consequential Damages.</u> The liability of CERAM with respect to this Order, or anything done in connection therewith, whether in contract, tort, strict liability, or otherwise, shall not exceed one hundred percent (100%) of the annual compensation received. Neither CWLP nor CERAM shall be liable to each other for loss of profits, loss of use, loss of contracts, or for any indirect or consequential damages in respect of the performance of the Order, regardless of any breach of contract, tort (including negligence), or other basis of liability. None of the limitations of liability contained herein, except for the limitation of consequential damages, shall apply to claims for personal injury, property damage, or infringement.	

The Company's certification that pursuant to Illinois law as it pertains to foreign corporations: CERAM has examined the relevant statute and determined that it is not required to register as an entity with the Illinois Secretary of State.

This agreement shall be governed in accordance with the laws of the State of Illinois.

Affirmative Action Compliance

CERAM agrees to adhere to the provisions of Chapter 93 of the City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof, which shall constitute the Affirmative Action program of this Agreement.

Non-Barring from Bidding

CERAM 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 Section 33E-3 or 33E-4 of the Illinois Criminal Code.

Non-Delinquency

CERAM certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Federal, State, and Local Laws

All applicable federal, state, county, and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction shall apply to this Agreement and the services hereunder and are deemed to be included herein the same as though herein written in full.

This contract does not authorize an expenditure of City of Springfield, Illinois, funds in excess of \$434,000 unless the City Council specifically approves an additional expenditure. CERAM 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 exceeds the amount authorized by the City Council.

IN WITNESS WHEREOF, the City of Springfield, Illinois, by and through its authorized officer, and CERAM, by its authorized officer, have made and executed this Agreement in triplicate.

THE CITY OF SPRINGFIELD, ILLINOIS
Office of Public Utilities

Date _____

By _____

Title _____

CERAM USA, INC.

Date July 19, 2024

By Noel Rosha

Noel Rosha, P.E.
President

ORDINANCE FACT SHEET

DATE OF 1st READING: 9/3/24

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: \$434,000.00

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

CONTRACTOR / VENDOR NAME: Ceram USA, Inc.

VENDOR NO: _____

CONTRACT TERM: less than 1 yr.

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 215-05-23

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	102	100	CAA	8017	1205	434,000.00
2						
3						
4						

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

Ceram's proposal - GH240717-1

STAFF ANALYSIS

The **REGENERATION** of 54 catalyst modules that were removed from for the Unit 4 SCR bottom layer during the Spring 2024 Outage.

FUNDS CHECK BY: Cavanaugh, Rachel H.

Digitally signed by Cavanaugh,
Rachel H.
Date: 2024.08.19 13:48:16 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

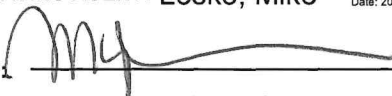
Digitally signed by Doug Brown
Date: 2024.08.19 12:10:58 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.08.20 10:01:35 -05'00'

Date: _____

SIGN OFF: 

(Mayor's Signature)



Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2024.08.20 16:17:46 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-345

AN ORDINANCE AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$500,000.00 FOR ANDREWS ENGINEERING, INC. FOR CONSULTING SERVICES RELATED TO THE DISPOSAL OF COAL COMBUSTION RESIDUALS (CCR) USING THE ENVIRONMENTAL AND REGULATORY INITIATIVES AND REBATE FUND (ERIRF) FOR A TOTAL AMOUNT NOT TO EXCEED \$1,651,500.00 AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$500,000.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 382-09-22 approved and authorized the execution of a Professional Services agreement with Andrews Engineering, Inc. ("Andrews") in an amount not to exceed \$551,500.00 for consulting services related to the disposal of Coal Combustion Residuals ("CCR") for a three-year term; and also it authorized using ERIRF funds for this expenditure, and

WHEREAS, Ordinance No. 024-01-24 authorized the additional funding in the amount of \$600,000.00 for the ongoing consulting services with Andrews for a total amount not to exceed \$1,151,500.00, and

WHEREAS, this Ordinance is authorizing a second additional funding request in the amount of \$500,000.00 and is necessary due to technical services for ongoing legal efforts concerning the CCR Surface Impoundments for the remainder of the agreement. These ongoing efforts have led to more frequent updates to studies and reports than anticipated at the time of the original ordinances, and

WHEREAS, Andrews is providing consulting services related to compliance with 40 CFR Part 257 (Disposal of CCR from Electric Utilities), Illinois Regulations (35 Illinois Administrative Code Part 845 - Standards for the Disposal of CCR in Surface Impoundments), and technical services for pending legal efforts with respect to the CCR impoundments and CCR items at the permitted on-site landfill, and

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

WHEREAS, all other terms and conditions of the Professional Agreement authorized by Ordinance No. 382-09-22 shall remain in full force and effect, and

WHEREAS, the additional funding will be paid using ERIRF funding. Per Ordinance 221-06-16, expenses from the ERIRF Fund require approval by the Mayor and City Council, and

WHEREAS, this Ordinance authorizes a Supplemental Appropriation in the amount of \$500,000.00 from the City of Springfield's ERIRF funds into Account No. 102-400-FD-3272-2306 to fund the said services.

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

Section 1. The City Council hereby authorizes additional funding not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) to Andrews for continued consulting services related to the disposal of CCR.

Section 2: The City Council hereby authorizes the use of funds from the ERIRF fund in the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) for consulting services related to the disposal of CCR with Andrews and authorizes a supplemental appropriation of said funds into expenditure line 102-400-FD-3272-2306.

Section 3. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase with Andrews on behalf of the Office of Public Utilities.

Section 4. The Office of Budget and Management is hereby authorized and directed to pay Andrews in the total amount not to exceed One Million Six Hundred Fifty-One Thousand Five Hundred Dollars and No Cents (\$1,651,500.00) from 102-400-FD-3272-2306, in accordance with the terms of the agreement.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 8/28/24

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Andrews Engineering, Inc.
CONTRACT AMOUNT: \$500,000.00
TYPE OF AWARD: Professional Service

PRIOR ORDINANCE INFORMATION:

Ordinance No. 382-09-22, Andrews Engineering, Professional Service, 3 yrs., \$551,500.00 and Ordinance No. 024-01-24, additional funding \$600,000.00

INFORMATION:

This Ordinance authorizes additional funding in the amount of \$500,000.00 with Andrews Engineering, Inc., ("Andrews") for consulting services related to the disposal of Coal Combustion Residuals ("CCR"). Ordinance 382-09-22 authorized funding of \$551,500.00 for a three (3) year timeframe. Ordinance 024-01-24 authorized an additional \$600,000.00 due to ongoing efforts and more frequent updates to studies and reports. This Ordinance would authorize a second additional funding in the amount of \$500,000.00 for a grand total of \$1,651,500.00 for the remainder of the contract period (approximately one (1) year).

Additional funding is required for consulting services related to compliance with federal regulations 40 CFR 257 Subpart D (Disposal of CCR from Electric Utilities), Illinois regulations 35 Ill. Adm. Code Part 845 (Standards for the Disposal of CCR in Surface Impoundments), and technical services for ongoing legal efforts concerning the CCR Surface Impoundments. These continuing and ongoing efforts have led to more frequent updates to studies and reports than anticipated at the time of the original ordinance.

Andrews is a local firm with intimate knowledge of CWLP's surface impoundments and landfill and are the technical experts needed to assist CWLP staff in meeting compliance with regulatory requirements.

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

The Office of Public Utilities is requesting a supplemental appropriation from the ERIRF Funds to the expenditure line of 102-400-FD-3272-2306 in the said dollar amount for this additional funding.

August 19, 2024

Mr. PJ Becker
Environmental Health and Safety
City Water, Light and Power
3100 Stevenson Drive
Springfield, Illinois 62712

re: City Water, Light and Power
Proposal for Consulting Services
Coal Combustion Residual Impoundments
Regulatory Compliance

Dear Mr. Becker:

Provided herein is a proposal for consulting services for continued regulatory compliance for the coal combustion residual units, including Dallman and Lakeside Ash Ponds. A separate Purchase Order was issued for the FGDS Development Landfill; services for the landfill are not included herein.

Under the current Purchase Order for the impoundments, responses to comments from the US EPA were provided to the US EPA for review pursuant to the applicable sections of the U.S. EPA Coal Combustion Residuals (CCR) regulations (40 CFR Part 257 – Hazardous and Solid Waste Management System: Disposal of Coal Combustion Residuals from Electric Utilities). Tasks completed as part of the responses included conducting a comprehensive geotechnical investigation comprised of two drilling programs and the installation of a series of vibrating wires as well as a detailed surface water inflow/outflow study. It is understood the US EPA will be issuing further comments/requirements in September 2024 that will likely require additional responses. The effort to address the forthcoming comments/requirements cannot fully be anticipated at this time.

Two permit applications (Initial Operating Permit Application and Closure Construction Application) were submitted in 2021 and 2022 pursuant to 35 IAC Part 845 – Standards for the Disposal of Coal Combustion Residuals in Surface Impoundments. Responses to comments from the Illinois EPA are currently being completed. The responses have included a drilling program with the installation of numerous wells aiding in the assessment of the groundwater quality on the periphery of the two units. In addition, eight wells were also installed within the Dallman and Lakeside Ash Ponds in response to Illinois EPA comments with respect to the chemistry of the liquids within the ash ponds and soil characteristics immediately beneath the impoundments.

SCOPE OF WORK

The Scope of Work (Scope) provided below is based on the anticipated work for both the US EPA and Illinois EPA within the near term. As indicated above, the Scope may vary dependent upon regulatory comment.

The tasks have been identified to address the requirements of 40 CFR Part 257:

1. Annual reporting and activities-related reporting,
2. Revision to the geotechnical investigation to include the recently revised seismic zone declaration for the facility area,
3. Final closure design (may be combined with the corrective action design, if needed),
4. Alternate source demonstration for exceedances of groundwater protection standards,
5. Assessment monitoring program for exceedances of the groundwater protection standards, including well installations near RW-3,
6. Assessment of corrective measures, including a public meeting,
7. Selection of remedy process, if needed,
8. Corrective action design,
9. Corrective action implementation (may be different than the final closure design), and
10. Miscellaneous tasks.

The remaining tasks have been identified to address the requirements of 35 IAC Part 845. It must be noted the requirements for the groundwater monitoring program are not the same for both 40 CFR Part 257 and 35 IAC Part 845 regulations. Some items may seem redundant but in fact are dissimilar. Due to varying background concentrations and groundwater protection standards, groundwater assessment activities may be in differing areas of the site.

1. Annual reporting and assessments,
2. Additional information for location standards,
3. Revision of the groundwater monitoring program, including incorporation of all subsurface information recently obtained from the multiple drilling programs,
4. Alternate source demonstration (different areas than for 40 CFR Part 257),
5. Assessment monitoring program which may include additional drilling and well installation for investigation of extent elevated concentrations,
6. Assessment of corrective measures, including a public meeting (may be different than under 40 CFR Part 257 but may be combined with the US EPA regulations),
7. Selection of remedy process,
8. Corrective action design (must incorporate the final closure design),
9. CCR chemical analyses report,
10. Revision of the contaminant transport model based on CCR drilling program, soils/CCR analyses and potential dewatering of the CCR,
11. Wetland assessment and reporting,
12. Closure/Post Closure Care Plan revision, and

13. Additional construction permit applications for on-going tasks, including pre-applications and public meetings.

Comments and/or further requirements to be issued by the Illinois EPA cannot be determined at this time. However, costs have been included to address, as feasible, potential comments or requirements.

COST ESTIMATE

The cost estimate for the tasks presented above is \$500,000.00. Consistent with work conducted previously for CWLP, Andrews incurs costs on a time-and-materials basis.

Please contact me with any questions or comments. Thank you.

Sincerely,



Brad Hunsberger, LPG
Vice President *hul*

BJH:bjh

2024-346

2023-606

024-01-24

AN ORDINANCE AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$600,000.00 FOR ANDREWS ENGINEERING, INC. FOR CONSULTING SERVICES RELATED TO THE DISPOSAL OF COAL COMBUSTION RESIDUALS (CCR) USING THE ENVIRONMENTAL AND REGULATORY INITIATIVES AND REBATE FUND (ERIRF) FOR A TOTAL AMOUNT NOT TO EXCEED \$1,151,500.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 382-09-22 approved and authorized the execution of a Professional Services agreement with Andrews Engineering, Inc. ("Andrews") in an amount not to exceed \$551,500.00 for consulting services related to the disposal of Coal Combustion Residuals ("CCR") for a three-year term; and also it authorized using ERIRF funds for this expenditure, and

WHEREAS, Andrews is providing consulting services related to compliance with 40 CFR Part 257 (Disposal of CCR from Electric Utilities), Illinois Regulations (35 Illinois Administrative Code Part 845 - Standards for the Disposal of CCR in Surface Impoundments), and technical services for pending legal efforts with respect to the CCR impoundments and CCR items at the permitted on-site landfill, and

WHEREAS, additional funding in the amount of \$600,000.00 is necessary due to technical services for ongoing legal efforts concerning the CCR Surface Impoundments for the remainder of the three-year agreement; these ongoing efforts have led to more frequent updates to studies and reports than anticipated at the time of the original ordinance and

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

WHEREAS, all other terms and conditions of the Professional Agreement authorized by Ordinance No. 382-09-22 shall remain in full force and effect, and

WHEREAS, this additional funding will be paid using ERIRF funding; as per Ordinance 221-06-16, expenses from the ERIRF Fund require approval by the Mayor and City Council.

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

Section 1. That the City Council hereby authorizes additional funding not to exceed Six Hundred Thousand Dollars and No Cents (\$600,000.00) to Andrews for continued consulting services related to the disposal of CCR.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase with Andrews on behalf of the Office of Public Utilities.

Section 3. That the City Council hereby authorizes the use of funds from the ERIRF fund in the amount of Six Hundred Thousand Dollars and No Cents (\$600,000.00) for consulting services related to the disposal of CCR with Andrews.

2023-606

024-01-24

2023-606

024-01-24

COPY

Section 4. The Office of Budget and Management is hereby authorized and directed to pay Andrews in the total amount not to exceed One Million One Hundred Fifty-One Thousand Five Hundred Dollars and No Cents (\$1,151,500.00) from 102-400-FD-3272-2306, in accordance with the terms of the agreement.

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

PASSED: January 16, 2024
RECORDED: January 19, 2024
ATTEST: [Signature]
SIGNED: [Signature] Mayor

Approved as to legal sufficiency:

[Signature] 12/28/23
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

COPY

2024-346

2022-375

382-09-22

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ANDREWS ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$551,500.00 FOR CONSULTING SERVICES RELATED TO THE DISPOSAL OF COAL COMBUSTION RESIDUALS (CCR) USING THE ENVIRONMENTAL AND REGULATORY INITIATIVES AND REBATE FUND (ERIRF) FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes the execution of a Professional Services agreement with Andrews Engineering, Inc. ("Andrews") in an amount not to exceed \$551,500.00, for consulting services related to the disposal of Coal Combustion Residuals (CCR), and

WHEREAS, Andrews will provide consulting services for an approximate three-year period related to compliance with 40 CFR Part 257 (Disposal of Coal Combustion Residuals (CCR) from Electric Utilities), Illinois Regulations (35 IAC Part 845 - Standards for the Disposal of CCR in Surface Impoundments), groundwater quality regulations defined pursuant to 35 Illinois Administrative Code (IAC) 620.250 to the power plant ash impoundments, technical services for pending legal efforts with respect to the CCR impoundments and CCR items at the permitted on-site landfill, and

WHEREAS, Andrews has extensive knowledge of CWLP's ash impoundments and is the technical expert needed to assist CWLP Staff in meeting compliance with regulatory requirements, and

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

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

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

WHEREAS, it is in the best interest of the City to authorize payment of \$551,500.00 from the ERIRF fund for consulting services related to the disposal of Coal Combustion Residuals (CCR).

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 a Professional Services Agreement with Andrews in an amount not to exceed Five Hundred Fifty-One Thousand Five Hundred Dollars and No Cents (\$551,500.00) for consulting services related to the disposal of CCR.

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

Section 3. That the City Council hereby authorizes the use of funds from the ERIRF fund in the amount of Five Hundred Fifty-One Thousand Five Hundred Dollars and No Cents (\$551,500.00) for engineering services for consulting services related to the disposal of CCR with Andrews.

Section 4. The City of Springfield Office of Budget and Management is hereby authorized and directed to pay Andrews in the total amount not to exceed Five Hundred Fifty-One Thousand Five Hundred Dollars and No Cents (\$551,500.00) from Account No. 102-400-FD-3272-2306.

2022-375

382-09-22

2022-375

382-09-22

COPY

COPY

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

PASSED: September 20, 2022 SIGNED: September 23, 2022

RECORDED: September 23, 2022

ATTEST:

[Signature]
MAYOR

Approved as to legal sufficiency:

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

ORDINANCE FACT SHEET

DATE OF 1st READING: 09-03-24

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: 500,000.00

SUGGESTED TITLE: Authorize additional funding / in relation to / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Andrews Engineering, Inc.

VENDOR NO: _____

CONTRACT TERM: the remainder of contract - approx 1 yr.

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: 551,500, then additional 600,000

not a change order ☒

500,000

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: + funding / Supp Appr.☒ Exception: Profess. Service

Code Provision: 38.42

Previous Ord #'s 382-09-22 & 024-01-24

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	ERIRF	FUND			
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount	
1	102	400	FD	3272	2306	500,000
2						
3						
4						

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

Copies of previous ordinances, Andrews proposal

STAFF ANALYSIS

Additional funding is required for consulting services related to compliance with federal regulations 40 CFR 257 Subpart D (Disposal of Coal Combustion Residuals from Electric Utilities), Illinois regulations 35 Ill. Adm. Code Part 845 (Standards for the Disposal of CCR in Surface Impoundments), and technical services for on-going legal efforts concerning the CCR Surface Impoundments for the remainder of the current contract (approx. 1 yr.) and authorizing a supplemental appropriation from the ERIRF Fund into the above expenditure line.

FUNDS CHECK BY: Cavanaugh, Rachel H.
Digitally signed by Cavanaugh,
Rachel H.
Date: 2024.08.23 08:10:01 -05'00'

Date: _____

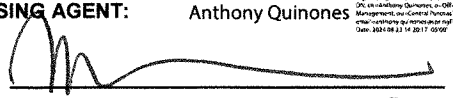
DIRECTOR / SUPERVISOR: Doug Brown
Digitally signed by Doug Brown
Date: 2024.08.23 07:55:07 -05'00'

Date: _____

CITY PURCHASING AGENT: Anthony Quinones
Digitally signed by Anthony Quinones,
City Purchasing Agent,
Date: 2024.08.23 14:50:03 -05'00'

Date: _____

SIGN OFF:


(Mayor's Signature) GEMMetzger, Ramona M.
Digitally signed by Metzger,
Ramona M.
Date: 2024.08.23 14:50:03 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-346

2024-347

A RESOLUTION RECOMMENDING THE APPROVAL OF AN APPLICATION FOR
WATER SERVICE OUTSIDE THE CITY OF SPRINGFIELD FOR TNA PLUS LLC
FOR THE PROPERTY LOCATED AT 3600 SOUTH SIXTH STREET
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield, Illinois, 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 Council of the City of Springfield, Illinois, previously adopted Resolution No. 87-96, which provides for certain municipal policies with regard to water main extensions and water taps outside the corporate limits of the City of Springfield, and

WHEREAS, TNA PLUS LLC ("TNA PLUS") has made an application to the City of Springfield for water service at 3600 South Sixth Street, and

WHEREAS, the lot to be served by water is located in the limits of the Village of Southern View, and annexation will not be pursued, and

WHEREAS, the City Council has reviewed said Application and considered the recommendation of officials of the City of Springfield Office of Public Utilities Water Department and the Office of Public Works, and

WHEREAS, the City Council has further considered said Application in accordance with the municipal policies of the City of Springfield as set forth in Resolution 87-96, and

WHEREAS, it is in the best interest of the City of Springfield to accept the attached application.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the attached Springfield City Water Service Application for TNA PLUS at 3600 South Sixth Street, which is outside the corporate limits of the City of Springfield, and in accordance with said action, certifies that this application would not violate the municipal policies of the City of Springfield, as expressed in Resolution No. 87-96.

Section 2. The Mayor and the City Clerk are hereby authorized to execute this Resolution and any other necessary documents on behalf of the City.

Section 3. The City Clerk is hereby directed to file this Resolution and Application with the Office of Recorder of Deeds of Sangamon County, Illinois, on behalf of the City of Springfield Office of Public Utilities.

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

PASSED: _____, 2024

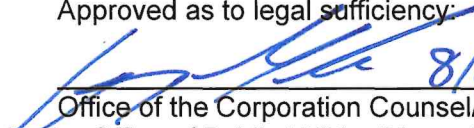
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 8/28/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-347

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: TNA PLUS LLC
TYPE OF AWARD: Low Bid / UE25-04-12

PRIOR ORDINANCE INFORMATION:

Related: Res. No. 87-96 – Resolution regarding the provision of water services outside the corporate limits of the City of Springfield, Illinois.

INFORMATION:

TNA PLUS is requesting a second water service to their property at 3600 South Sixth Street to serve an existing building that is being renovated for the AgPharm cultivation (cannabis growth) facility. This development is requesting a water main extension to serve a fire suppression system, a domestic water service, and one fire hydrant. This work will be the developer's financial responsibility. The property has frontage on an existing ten-inch main along the east side of the South Sixth Street Frontage Road; therefore, this application falls under Exception 3(b) of Council Resolution No. 87-96.

This proposed building is within the Village of Southern View's limits, and annexation will not be pursued; however, Council permission is required for any non-single-family home service request within the Village. TNA PLUS LLC or the new owner will be required to pay for the cost of the water main extension and service required for the proposed building. The Utility has adequate capacity in this area and requests that this new development be approved for CWLP water service.

The Office of Public Utilities requests that this property be approved for CWLP water service.

WORKSHEET FOR CERTIFICATIONS AND RECOMMENDATIONS
OF THE WATER DEPARTMENT (NOT INTENDED TO BE RECORDED
BUT INTENDED TO BE DISTRIBUTED TO ALL MEMBERS OF THE
CITY COUNCIL WITH COPIES OF THE APPLICATION)

TNA PLUS LLC

Owner of the property located outside the corporate limits of the City of Springfield, at the following address, who has petitioned the City of Springfield, for water service to the property commonly known as:

3600 SOUTH SIXTH STREET, SOUTHERN VIEW, IL

I recommend that this application for water service outside the corporate limits be granted because, in my opinion, it comes within exception No. 3(b) of this Council's Resolution No. 87-96.

In support of my recommendation, I give you the following information:

1. The number of lots, or units of ownership between this property and the nearest corporate limits is NOT APPLICABLE.
2. This property fronts on the EAST SIDE OF THE SOUTH SIXTH STREET FRONTAGE ROAD.
3. The nearest point of the Corporate City Limits of the City of Springfield to this property is NOT APPLICABLE.
4. This property is within the following incorporated City or Village: **SOUTHERN VIEW**. If in an unincorporated area, indicate Township: N/A.
5. Indicate the size of the water main in front of or adjacent to the property: **This property has frontage on a 10" water main along South Sixth Street. The owners will be responsible for cost of a main extension, including hydrants/and the new service as required by the proposed building.**

I hereby certify that I made my inspection of the aforesaid property in August 2024, and that to the best of my knowledge and information, the answers herein are true and correct. My recommendation is based solely upon said investigation as based upon requirements set forth in said Resolution No. 87-96.

Date: **August 14, 2024**

Mike Johnson, PE

General Superintendent

CWLP Water Engineering & Distribution

2024-347

RECEIVED

AUG 08 2024

City Clerk's Office

SPRINGFIELD CITY
WATER SERVICE
APPLICATION/RESOLUTION

Do Not Write In This Space
(FOR RECORDER USE ONLY)

RESOLUTION # _____

RETURN TO:

City Clerk's Office
Municipal Center West
300 South Seventh Street
Springfield, Illinois 62701

Application to Springfield City Council for water service outside its corporate limits under Resolution No. 87-96; and Agreement that if application is granted, it becomes a contract, with covenants running with land; and Resolution.

NOW COMES (Applicant Name(s)):

TNA PLUS LLC

Of the following address(es):

18943 Stewart Street Petersburg, IL 62675

And telephone number(s):

281-924-0636

owners of the Property outside the corporate limits of the City of Springfield commonly known by the following

address: 3600 B S. 6th Street SouthernView
Springfield Illinois

and legally described as follows:

and having the following Tax Identification Number(s): 92-1297349

and petitions the City of Springfield for an extension of Municipal water service to serve a (circle one) Single Family Residence, Duplex, Multi-Unit Apartment, Commercial Building, Industrial Building on the above described property.

This application for water service is requested for development of the above described real estate as permitted under Section 2 or as an exception permitted under section 3 of Resolution No. 87-96, adopted by the Springfield City Council October 1, 1996, entitled, "A Resolution Regarding the Provision of Water Services Outside the Corporate Limits of the City of Springfield, Illinois" which Resolution thereafter was recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois as Document No. 96-41779.

2024-347

Applicant(s) further covenant and agree that this application constitutes and amounts to an offer to contract and that in the event the Springfield City Council should hereafter adopt a Resolution granting this application for extension of water services outside its corporate limits, said Resolution No. 87-96 ipsofacto, shall constitute and be, without further act, an irrevocable contract between the City of Springfield and the Applicant(s), their Grantees, Executors, Administrators, Successors and Assigns, and the covenants set forth in section 6B of said Resolution No. 87-96 shall be covenants running with the land above described binding upon the Applicant(s), their Devisees, Heirs, Executors, Administrators, Successors, and Assigns.

We further covenant and agree that the filing fee of \$50.00 paid to the City of Springfield for processing this application and inspecting said premises is not refundable whether this application is accepted or rejected.

We further covenant and agree that if this application is denied all statements, covenants, and conditions made herein are null and void, and neither this application nor the Resolution rejecting it, shall be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois; but in the event this application is approved, it and the Resolution approving the same thereupon shall be filed of record in said Office of the Recorder of Deeds of Sangamon County, Illinois.

We further covenant and agree that we have read and understand all provisions of the Resolution No. 87-96, and that all of the statements made herein are accepted and agreed to by us.

Signatures: _____

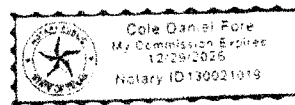
STATE OF ~~ILLINOIS~~ Texas)
) SS
COUNTY OF ~~SANGAMON~~ Harris)

I, Cole Fore, a Notary Public in and for said County and State aforesaid, do hereby certify that Alana Mcleahany personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she executed the foregoing instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7 day of August, 2024

[Signature] (SEAL)

NOTARY PUBLIC



2024-347

TO : Michael Johnson PE, Chief Water Engineer, CWLP

FROM : Nathan Bottom, P.E.
City Engineer

By : Robert D. Lowe
Robert D. Lowe, PLS

REVIEW OF WATER APPLICATIONS

Number 694 Date August 16, 2024

Name TNA Plus LLC

Address 18943 Stewart Street, Petersburg, IL 62675

Telephone Number 281-924-0636

Location of Water Service 3600 Blk, S. Sixth Street Southernview, IL

TYPE OF SERVICE

 Single Duplex Multi-Unit X Commercial Industrial

 Storage

Size Contiguous Yes No

COMMENTS

This property is within the Village of Southern View

The following list shows the amount in feet, as well as the direction to the city limits of Springfield, Illinois :

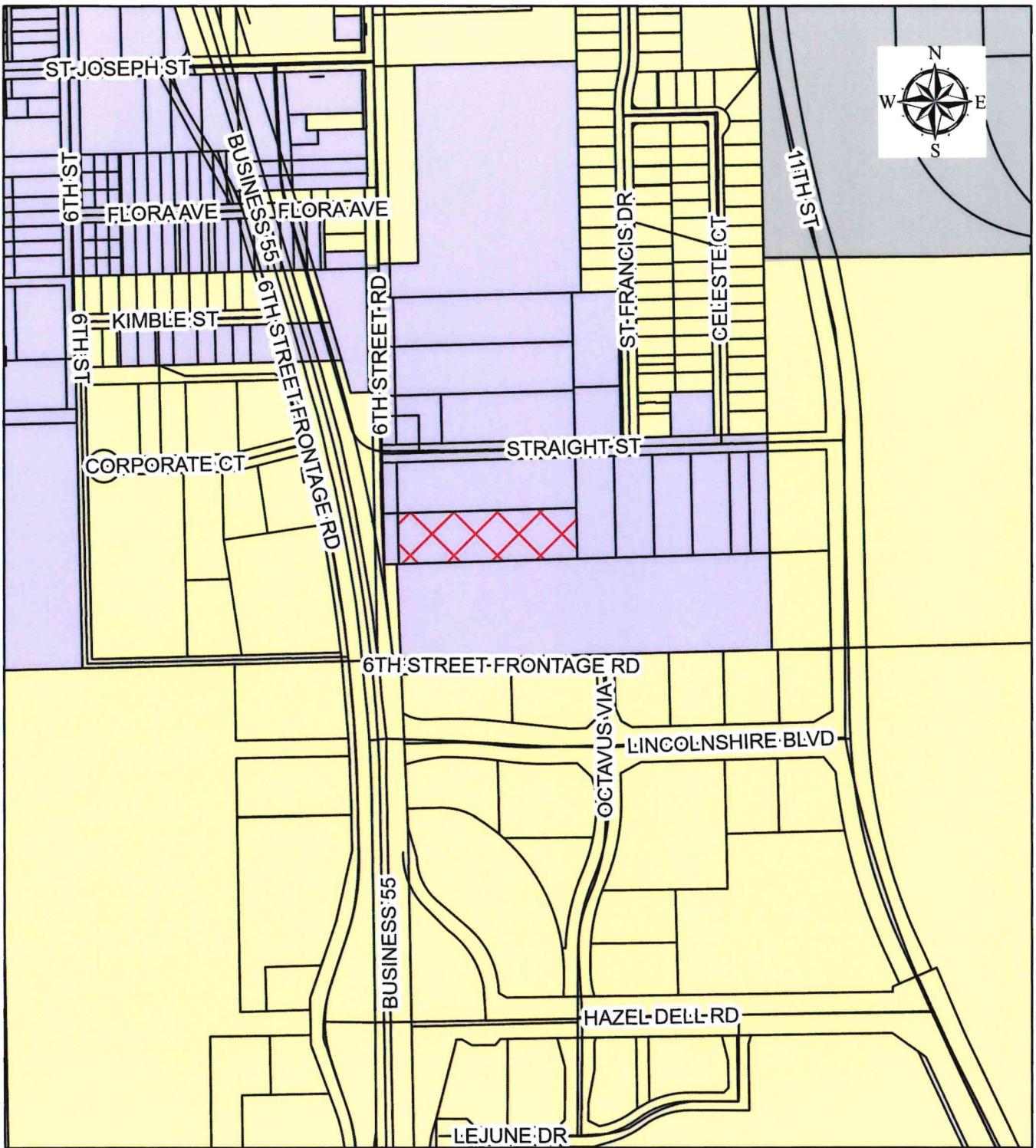
To the North Feet

To the East Feet

To the South Feet

To the West Feet

2024-347



Legend

- Street Centerline
- Lot Line
- Exempt from RES 87-96
-  Property Location
-  Southern View
-  Springfield Corp Limits

LOCATION MAP - WT694

Scale: 1 inch = 500 feet

Review of Water Tap
Application Outside
Corporate Limits

Prepared: August, 2024



A RESOLUTION REGARDING THE
PROVISION OF WATER SERVICES OUTSIDE THE
CORPORATE LIMITS OF THE
CITY OF SPRINGFIELD, ILLINOIS

RES NO. 87-96

authorize an exception to the rule, but said exceptions are not, under any circumstances, to be construed as the rule, as the City reserves the right to consider such factors as, including but not limited to, water system integrity, public health, safety, and welfare.

Section 2. MUNICIPAL WATER POLICY.

A. Except as provided in Section 3 hereinafter, water mains may be extended outside the corporate limits of the City of Springfield, or new taps granted therefrom or from existing mains outside the corporate limits only:

- (a) if such extension or tap is for the immediate and direct industrial development of a lot, tract, or building, as industrial development is hereinafter defined; or
- (b) if such extension or tap is pursuant to the terms of a pre-existing valid water contract between the City of Springfield and a city, village, or other municipal corporation or political subdivision of the State of Illinois; or
- (c) if such extension or tap is for the provision of water service to a single residential lot within the corporate limits of Southern View or Leland Grove, or
- (d) if such extension is for a large scale development or residential subdivision located within the territory of a public water district and is located within one mile from the corporate limits of the City of Springfield and the General Manager of Public Utilities recommends that the City exercises its exclusive right to provide water service to said development pursuant to Chapter 24, Illinois Revised Statutes, para. 11-151-3. For such developments, only the developer/owner shall be required to make application for water service under the procedures established by this

WHEREAS, by Resolution No. 78-8-55, adopted August 2, 1955, as amended by Resolution 1-1-64, adopted January 7, 1964, Resolution 17-2-68, adopted February 6, 1968, and Resolution 83-83 adopted November 15, 1983, as amended by Resolution 158-89, adopted December 5, 1989 this Council announced certain municipal policies regarding extensions of water mains and water taps outside the Springfield corporate limits;

WHEREAS, the purposes of said Resolutions and the purpose of this Resolution are to preserve water resources of the City of Springfield for its residents and further to encourage the metropolitan area of Springfield to consolidate itself municipally so as to better solve metropolitan problems.

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

Section 1. CONSTRUCTION. It is the purpose of this Resolution to provide delineation of the City of Springfield's policies concerning extension of water services outside its corporate limits. The exceptions referred to in Section 3 hereafter are to be construed strictly as unusual conditions which may in the sole discretion of the Council

Resolution provided developer/owner agrees to impose covenants running with the land consistent with Section 6(B) of this Resolution which covenants shall be included on the developers/owners final plat. Subsequent lot or parcel owners shall not be required to file applications pursuant to this Resolution but may directly apply to the City utility for water service; or

(e) if such extension is to provide for the development of or service to new or existing lots, tracts, buildings, or subdivisions where such an extension would be an orderly expansion of the City's distribution network. For each of these types of extensions, the developer/owner shall be required to make application for water service under the procedures established by this Resolution provided developer/owner agrees to impose covenants running with the land consistent with Section 6(B) of this Resolution. For new developments, these covenants shall be included on the developer's/owner's final plat. Subsequent lot or parcel owners shall not be required to file applications pursuant to this Resolution but may directly apply to the City utility for water service.

B. If such extension or tap qualified under Section 2(b) or 2(c), it may be performed by the Water Division of the Department of Public Utilities without further order of this Council, but if said extension or tap is requested under the provisions of Sections 2(a), 2(d), or 2(e), or pursuant to the exceptions set forth in Section 3, then in such event all conditions and provisions of this Resolution must first be satisfied for any such extension of water mains or the grant of new water taps outside the corporate limits.

Section 3. EXCEPTIONS. Notwithstanding the provisions of Section 2, the Council

may, in its sole discretion, extend a water main or provide for a water tap or taps outside the corporate limits of the City of Springfield to any lot, tract, or building if, after due consideration, it is the opinion of a majority of the Council that:

- (a) it is only the same-size replacement of a water main or water tap of an existing customer already serving said lot, tract or building; or
- (b) it furnishes water services to a lot, tract, or building which is adjacent to an existing main; or
- (c) it furnishes services for a water tap in instances when a water main will not be further extended because of sound engineering practices and provision of the tap would be comparable to providing a tap under subsection (b) above; or
- (d) it furnishes water service to a facility used solely for education, religious or eleemosynary purposes; or
- (e) it is granted by the City of Springfield as consideration for a grant of easement, lease, or fee simple interest in land acquired by the Water and/or Electric Divisions of the Department of Public Utilities for development of its programs.

Section 4. DEFINITIONS. As used in this Resolution "Industrial Development"

means an activity or enterprise employing persons for the purpose of manufacturing, producing or assembling raw or finished materials into a product for ultimate use or consumption.

Section 5. DISCRETIONARY. Notwithstanding the fact that any lot, property, or

building may otherwise fit the conditions expressed in said Sections 2 and 3 above, the

Council reserves the right in any specific case to refuse to extend its water service beyond

its corporate limits, if in its sole discretion, it is of the opinion that it is feasible for such area

to be annexed to the City of Springfield, or such act of extending water services outside its

corporate limits would not be in the best interests of the residents of the City of Springfield.

Section 6. PROCEDURES.

A. Any owner or prospective owner of property outside the corporate limits of the City of

Springfield who desires to apply for water service under the terms of this Resolution may do

so by filing with the City Clerk, City of Springfield, an application for said extension of a

water main or new water tap on the form or forms provided by the City Clerk, setting forth:

(1) the correct legal description, tax identification number, and street address of the property,

(2) facts purporting to establish that said service is for a category of development, as allowed under Section 2 of this Resolution or is eligible as an exception under

Section 3 of this Resolution, and

(3) which includes as applicants, all legal and equitable owners of said property.

The statements in said application shall be subscribed and sworn to by the applicants, and a filing fee of \$50.00 shall be paid to the City Clerk upon the filing of said application.

B. The applicants shall covenant and agree that the following covenants shall be and are incorporated by reference into said application, as covenants running with the land described

in said application, and binding upon the applicants, their heirs, successors, executors, administrators and assigns, to wit:

(a) that the legal description in said application is accurate and that the applicants are of the legal and equitable owners of said property so described,

(b) that if said application is for "Industrial Development" of said property, as hereinabove defined, and if said application is granted, it is covenanted that for a

period of at least five successive years from the date of the Resolution of the City

Council granting said water main extension or new water tap outside the corporate limits, said property shall be used for industrial development,

(c) that should said property become contiguous with the corporate limits of the City of Springfield or become contiguous with property of other persons who are joining in a petition to annex their lands to the City of Springfield, through judicial proceedings or otherwise, the then legal and equitable owners of the property will

consent to the annexation of the property to the City of Springfield and will execute any required deeds, petitions, or instruments needed to effectuate such annexation, provided, however, that this covenant shall not apply to property lying within the corporate limits of the Villages of Leland Grove or Southern View,

(d) that in the event said application for extension of municipal water services is granted, no other properties or areas inside or outside the corporate limits of the City of Springfield will be permitted to attach onto the water main or water tap(s)

constituting said water service extension without the further expressed permission of the City of Springfield,

- (c) that in the event any condition or covenant contained in this Resolution or may be contained in a specific application for extension of water service outside the corporate limits of Springfield, or contained in any specific Resolution granting such extension of water services outside the corporate limits of the City of Springfield should be now or hereafter violated, then, in addition to any other remedies the City may have, the City of Springfield may, after providing in writing a ten-day notice at the address of said property, terminate the water service to said property which is the subject of the covenant that has been violated,
- (f) that all other general rules and regulations of the City regarding water service shall be complied with and all charges for water paid.

C. Upon receipt of any such application and filing fee, the City Clerk shall refer said application to the Departments of Public Utilities and Public Works, for review and inspection of the premises, and for preparation of reports and recommendations by designated Department personnel to the City Council, a copy of which shall be delivered to the City Clerk. Thereupon, the City Clerk shall place said application and recommendation on the Council agenda for consideration. The City Council by Resolution shall either approve, deny, or amend and approve said application.

D. If the Council disapproves said application, the City Clerk shall so notify the applicant, and the matter thereupon shall be concluded. The covenants and assurances

contained in said application and hereinabove referred to shall be null and void and of no further effect.

E. If the Council approves the application for a water main extension or new water tap outside the corporate limits of the City, this Resolution, said application, and the Council's specific Resolution approving said application shall be a binding, irrevocable contract between the City of Springfield and the parties thereto; and thereupon said application and said specific Resolution approving the same shall be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois. Thereafter, said application and said specific Resolution also shall be filed in the Office of the Clerk of the City of Springfield under special file and under a special index, enabling the City to make a proper and prompt identification of all such transactions in which the City has granted extensions of water services outside the corporate limits of the City of Springfield either for one of the categories of allowed development or as an identified exception to its general municipal water policy.

Section 7. NO REFUND. The filing fee of \$50.00 hereinabove referred to shall be the total fee charged by the City of Springfield for accepting and processing said application, inspecting the premises, and where necessary, recording documents with the Office of the Recorder of Deeds of Sangamon County; but no portion thereof shall be refunded to an applicant whether such application is approved or disapproved. Such fee shall be deposited in the Corporate fund.

Section 8. Nothing herein contained shall pertain to, alter or change the right of the City of Springfield to make reasonable rules, regulations, or policies concerning size, materials, location of water mains, and water taps on its water system.

2024-347

Section 9. This Resolution supersedes Resolution 78-8-55, adopted August 2, 1955,
as amended by Resolution 1-1-64, adopted January 7, 1964; and Resolution 17-2-68,
adopted February 6, 1968, Resolution 83-83, adopted November 15, 1983, as amended by
Resolution 158-89, adopted on December 5, 1989, and shall forthwith be recorded in the
Office of the Recorded of Deeds of Sangamon County, Illinois.

PASSED: October 1, 1996 SIGNED: October 4, 1996

RECORDED: October 7, 1996
Karen H. Davis
MAYOR

ATTEST: Norma J. Davis
CITY CLERK

ORDINANCE FACT SHEET

DATE OF 1st READING: 09-03-24

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: -

SUGGESTED TITLE: Resolution / Authorizing Commercial Water Service outside of City

CONTRACTOR / VENDOR NAME: TNA Plus, LLC

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: Resolution/Wtr Serv.
☐ 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.)

Related papers

STAFF ANALYSIS

Authorizing the installation of a commercial water service to TNA PLUS LLC at 3600 S. 6th Street Road in Southern View that is being renovated for AgPharm cultivation facility / cannabis growth facility.

FUNDS CHECK BY:

Date: ---

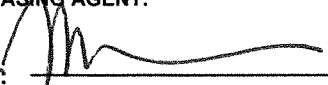
DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.08.15 08:56:52 -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.

2024-347

ORDINANCE NUMBER ____ - ____ -24

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$450,000,000 SENIOR LIEN ELECTRIC REVENUE REFUNDING BONDS, SERIES OF 2024, OF THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, PROVIDING FOR THE TERMS OF SECURITY AND PAYMENT FOR SAID BONDS, AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASERS THEREOF, DIRECTING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH THE ISSUANCE OF SAID BONDS AND AMENDING AND RESTATING THE CITY'S MASTER ELECTRIC REVENUE BONDS ORDINANCE

WHEREAS, the City of Springfield, Sangamon County, Illinois (the "*City*"), is a "home rule unit" as that term is defined in Section 6(a) of Article VII of the 1970 Constitution of Illinois (the "*Constitution*"), the City having a population in excess of 25,000 and having not elected by referendum not to be such a home rule unit; and

WHEREAS, as a home rule unit the City may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the City owns and operates an electric system which serves the public; and

WHEREAS, the City has previously issued and has outstanding bonds payable from the revenues of said electric system, the same being the City's Senior Lien Electric Revenue Refunding Bonds, Series of 2015, which are currently outstanding in the aggregate principal amount of \$408,470,000 (the "*Series 2015 Bonds*"); and

WHEREAS, the Series 2015 Bonds were authorized and issued pursuant to the terms of the Master Bond Ordinance (as hereinafter defined); and

WHEREAS, the City Council of the City (the "*City Council*") has determined that it is advisable, necessary and in the best interest of the City to refund all or a portion of the Series 2015

Bonds (said portion of the Series 2015 Bonds to be refunded being referred to herein as the “*Refunded Bonds*”) in order to achieve debt service savings (the “*Refunding*”); and

WHEREAS, the Refunded Bonds shall be determined in the Bond Order, as defined and described herein; and

WHEREAS, for the purpose of paying the costs of the Refunding, including the funding of reserves, it is necessary for the City to issue additional revenue bonds payable from the revenues of the electric system of the City:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, in the exercise of its home rule powers:

Section 1. Short Title. This ordinance may hereafter be cited by the City, and is hereinafter sometimes referred to, as the “*Series 2024 Bond Ordinance.*”

Section 2. Definitions. (a) As used or referred to in this Series 2024 Bond Ordinance, unless otherwise defined herein or unless the context otherwise requires, all capitalized terms used herein and not defined shall have the meaning ascribed to such terms in Section 1.01 of Ordinance No. 857-8-84, adopted by the City Council on August 21, 1984, and entitled: “An Ordinance of the City of Springfield, Sangamon County, Illinois, Authorizing the Issuance and Sale of Electric Revenue Bonds and Providing the Terms of and Security for Payment Thereof,” as amended and supplemented (herein called the “*Master Bond Ordinance*”).

(b) In addition to the terms described in the Master Bond Ordinance, the capitalized terms used in this Series 2024 Bond Ordinance shall have the meanings set forth as follows:

“*Bond Order*” means one or more orders authorized to be executed by the Mayor in Section 17 of this Series 2024 Bond Ordinance and by which the final terms of one or more series of the Series 2024 Bonds will be established.

“Chief Utility Engineer” means the Chief Utility Engineer of the Office of Public Utilities of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“Escrow Agent” means the bank or trust company, with trust powers and a corporate trust office located in the State of Illinois, as set forth in the Bond Order.

“Escrow Agreement” means the agreement by which the City effects the redemption of the Refunded Bonds, which agreement shall provide for the deposit with the Escrow Agent of the funds necessary to accomplish the purposes thereof, as more particularly referred to in Section 18 hereof.

“Municipal Advisor” means Stifel, Nicolaus & Company, Inc., St. Louis, Missouri, as the City’s municipal advisor in connection with the sale of the Series 2024 Bonds.

“Securities Depository” means, initially, Cede & Co., as a nominee of The Depository Trust Company, New York, New York, as securities depository, or any successor thereto.

“Series 2024 Bonds” means the Senior Lien Electric Revenue Refunding Bonds, Series of 2024, authorized by this Series 2024 Bond Ordinance.

“Underwriter” means J.P. Morgan Securities LLC, as representative of the several underwriters set forth in the Bond Purchase Agreement referred to in Section 15.

Section 3. Findings and Determinations. It is found and determined by the City Council, as follows:

A. The City is a “home rule unit” as that term is defined in Section 6 of Article VII of the Constitution, and pursuant to the provisions of Section 6(a) of Article VII, the City may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to incur debt.

B. This Series 2024 Bond Ordinance is a Senior Lien Series Ordinance as defined in the Master Bond Ordinance.

C. The Series 2024 Bonds are issued pursuant to Section 6 of Article VII of the Constitution and constitute Senior Lien Bonds issued under the provisions of Article 8 of the Master Bond Ordinance.

D. The only Outstanding Senior Lien Bonds are the Series 2015 Bonds. There are no Outstanding Junior Lien Bonds or Outstanding Subordinate Bonds.

Section 4. Authorization. The City does hereby authorize the Refunding, the funding of the Senior Lien Debt Service Reserve Account and the making of all related expenditures as provided in the Master Bond Ordinance and this Series 2024 Bond Ordinance (including the payment of costs of issuance of the Series 2024 Bonds) and, for the purpose of paying the costs of the Refunding, the City does hereby authorize the issuance of the Series 2024 Bonds in an aggregate principal amount of not to exceed \$450,000,000.

Section 5. Terms of the Series 2024 Bonds. Each Series 2024 Bond shall be designated "Senior Lien Electric Revenue Refunding Bond, Series of 2024," or such other name or series designation as may be appropriate and as stated in the Bond Order. The Bond Registrar and Paying Agent for the Series 2024 Bonds shall be designated in the Bond Order. The Series 2024 Bonds shall be issuable only as fully registered bonds in the denominations of \$5,000 or integral multiples thereof. The Series 2024 Bonds may be issued in one or more series.

Each Series 2024 Bond shall bear a Dated Date as set forth in the Bond Order. Each Series 2024 Bond shall bear interest from the later of its Dated Date or the most recent Interest Payment Date to which interest has been paid or duly provided for. Interest on the Series 2024 Bonds shall be payable semi-annually on March 1 and September 1 of each year, commencing on the date set forth in the Bond Order, at the respective rates per annum, not in excess of six percent (6%) per annum, as determined in the Bond Order. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2024 Bonds shall have Stated Maturities on March 1 of the years, and shall mature in principal amounts, as set forth in the Bond Order, subject to the limitations that (i) no

Series 2024 Bond shall have a Stated Maturity later than March 1, 2040, and (ii) the principal of and interest on the Series 2024 Bonds due in any Bond Year shall not exceed \$39,000,000.

The principal and the Redemption Price of the Series 2024 Bonds shall be payable at the principal corporate trust office of the Paying Agent for the Series 2024 Bonds. The interest on the Series 2024 Bonds shall be paid by check or draft of the Paying Agent to the persons in whose names such Series 2024 Bonds are registered, mailed by first class mail postage prepaid, to their respective addresses as shown in the Bond Register, or by wire transfer pursuant to an agreement by and between the City and the Registered Holder.

The Regular Record Date referred to in Section 4.09 of the Master Bond Ordinance for the payment of the interest on the Series 2024 Bonds on any Interest Payment Date shall be the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date or, for a redemption of the Series 2024 Bonds on other than an Interest Payment Date, the fifteenth day next preceding the date of redemption.

Section 6. Exchangeability of the Series 2024 Bonds. Subject to the general provisions relating to exchanges as set forth in Section 4.07 of the Master Bond Ordinance, all Series 2024 Bonds, upon surrender at the principal corporate trust office of the Bond Registrar for the Series 2024 Bonds, shall be exchangeable for other Series 2024 Bonds of the same maturity, coupon and aggregate principal amount and of a different authorized denomination or denominations, as requested by the Holder surrendering the same. The City shall execute, and the Bond Registrar shall authenticate, date, and deliver, Series 2024 Bonds whenever the same are required for any such exchange.

Section 7. Redemption Provisions of the Series 2024 Bonds. The Series 2024 Bonds shall be subject to redemption as determined by the Bond Order and in accordance with the general provisions relating to redemption as set forth in Article Six of the Master Bond Ordinance, at the

option of the City, in such order of Stated Maturities as selected by the City and by lot within a Stated Maturity, at such Redemption Prices (expressed as a percentage of principal amount) as determined by the Bond Order and not in excess of 100%, for such periods of redemption as determined by the Bond Order.

Such Series 2024 Term Bonds as determined by the Bond Order for the Series 2024 Bonds shall be subject to Mandatory Redemption by lot, at the Redemption Price of the principal amount to be redeemed (plus accrued interest, if any) on the dates and in the amounts as determined in the Bond Order.

Section 8. Effect of Redemption of the Series 2024 Term Bonds. Optional redemption or purchase of Series 2024 Term Bonds, other than pursuant to Section 7.04 of the Master Bond Ordinance, shall reduce the amounts due at Stated Maturity or subject to Mandatory Redemption in such manner as shall be determined in an Officer's Certificate filed with the Bond Registrar and Paying Agent prior to such optional redemption or purchase or otherwise pro rata (rounded to the nearest \$5,000 in any year, *provided* that such rounding shall not cause such reduction to exceed the amount of the Series 2024 Term Bonds so redeemed or purchased) over the then remaining complete Bond Years to Stated Maturity. Any variations from a strict pro rata calculation due to required rounding shall result in reduction of the amounts due at Stated Maturity or subject to Mandatory Redemption in the inverse order of years, and the Mandatory Redemption Requirement shall reduce accordingly.

Upon provision for redemption and payment in accordance with the terms of the Master Bond Ordinance, the Series 2024 Bonds (or portions thereof) shall cease to be entitled to the lien of the Master Bond Ordinance and shall cease to bear interest from their respective Redemption Dates.

Section 9. Account Requirements. The account requirements expressly established while any of the Series 2024 Bonds are outstanding are as follows:

A. The Mandatory Redemption Requirement for the Series 2024 Bonds is that amount sufficient to provide for the Mandatory Redemption of the Series 2024 Term Bonds for the years and in the principal amounts determined in the Bond Order. The Mandatory Redemption Requirement for any year may be met by purchase of Series 2024 Term Bonds pursuant to tender offer or in the open market with amounts on deposit to the credit of the Senior Lien Bond and Interest Account as provided in Section 7.04 of the Master Bond Ordinance.

B. If at any time the balance to the credit of the Senior Lien Debt Service Reserve Account is less than the Senior Lien Debt Service Reserve Requirement, then the Senior Lien Debt Service Reserve Monthly Requirement shall be that amount which, in equal installments, will restore such balance to the amount of the Senior Lien Debt Service Reserve Requirement in 12 consecutive months.

C. In lieu of the deposit of money in the Senior Lien Debt Service Reserve Account in satisfaction of the Senior Lien Debt Service Reserve Requirement, the City may provide Qualified Reserve Account Instruments credited to the Senior Lien Debt Service Reserve Account. The City shall not accept any insurance policy or surety bond as a Qualified Reserve Account Instrument until it shall have been provided with an opinion of counsel of the issuer of such Qualified Reserve Account Instrument that such Qualified Reserve Account Instrument is a valid and binding obligation of such issuer enforceable in accordance with its terms and is exempt from the registration requirements of applicable Federal securities laws. Each such insurance policy or surety bond shall not permit the cancellation thereof by the issuer. In computing the value of a Qualified Reserve Account Instrument, each insurance policy or surety bond shall be valued at the amount of the coverage under such insurance policy or surety bond that may be drawn upon by the City on such date of valuation. Any withdrawal from the Senior Lien Debt Service Reserve Account shall be made from moneys or Permitted Investments held therein prior to the application of any amounts available from the use of Qualified Reserve Account Instruments.

D. The Senior Lien Debt Service Reserve Requirement shall be the Maximum Annual Debt Service on all Outstanding Senior Lien Bonds.

E. The Renewal, Replacement and Improvement Monthly Requirement shall be not less than one-fifteenth of the Renewal, Replacement and Improvement Annual Requirement and shall be such greater amount in such months as shall be determined by the City so that in each Bond Year the amount deposited to the credit of the Renewal, Replacement and Improvement Account will not be less than the Renewal, Replacement and Improvement Annual Requirement.

F. The Renewal, Replacement and Improvement Annual Requirement shall be not less than ten percent (10%) of Revenues for the preceding Fiscal Year less costs of fuel and purchased power, all as determined by the audited financial statements of the System for such Fiscal Year or, prior to delivery of same, by estimate of the City, or such other percentage as may be determined from time to time by the City based upon the recommendation of a nationally recognized Independent consulting engineer, which recommendation shall be based upon prudent utility system management principles; *provided, however*, that the City may covenant in an ordinance, resolution, or proceedings for the issuance of Subordinate Bonds as to the maximum amount of such percentage.

G. The Emergency Repair Monthly Requirement shall be not less than that amount which, in equal installments, will establish or restore the balance on deposit to the credit of the Emergency Repair Account to the Emergency Repair Requirement in 24 consecutive months.

H. The Emergency Repair Requirement shall be \$4,000,000 or such other amount as may be determined from time to time by the City based upon the recommendation of a nationally recognized Independent consulting engineer, which recommendation shall be based upon prudent utility system management principles; *provided, however*, that the City may covenant in an ordinance, resolution, or proceeding for the issuance of Subordinate Bonds as to the maximum amount of said requirement.

Section 10. Bond Registrar and Paying Agent. The City will at all times retain a Bond Registrar and Paying Agent with respect to the Series 2024 Bonds, will maintain at the designated office of such Bond Registrar and Paying Agent a place or places where Series 2024 Bonds may be presented for payment or registration of transfer or exchange, and will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by the Master Bond Ordinance in a manner consistent with the standards, customs, and practices of the municipal securities industry.

The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Master Bond Ordinance by executing the certificate of authentication on any Series 2024 Bond, and by such execution the Bond Registrar shall be deemed to have certified to the City that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Series 2024 Bond so authenticated but with respect to all the Series 2024 Bonds. The Bond Registrar is the agent of the City and shall not be liable in connection with the

performance of its duties except for its own negligence or willful wrongdoing. The Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on any of the Series 2024 Bonds.

The City may remove the Bond Registrar or the Paying Agent at any time upon 30 days' written notice to the Bond Registrar and Paying Agent. In case at any time the Bond Registrar or the Paying Agent shall resign, shall be removed, shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or the Paying Agent or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or the Paying Agent or of the property or affairs thereof, the City will thereupon appoint a successor Bond Registrar or Paying Agent, as applicable. The City shall mail notice, first class postage prepaid, of any such appointment made by it to each Registered Holder of any Series 2024 Bond within twenty days after such appointment.

Section 11. Book-Entry System. In order to provide for the initial issuance of the Series 2024 Bonds in a form that provides for a system of book-entry only transfers, the ownership of one fully registered Series 2024 Bond for each maturity, in the aggregate principal amount of such maturity, shall be registered in the name of the Securities Depository. The City is authorized to execute and deliver such letters to, or agreements with, the Securities Depository as shall be necessary to effectuate such book-entry system.

The City may remove the Securities Depository at any time. In case at any time the Securities Depository shall resign or shall be removed or shall become incapable of acting, then the City shall appoint a successor Securities Depository to provide a system of book-entry only transfers for the Series 2024 Bonds, by written notice to the predecessor Securities Depository directing it to notify its participants (those persons for whom the Securities Depository holds securities) of the appointment of a successor Securities Depository.

The City may terminate the system of book-entry only transfers for the Series 2024 Bonds at any time, by written notice to the Securities Depository directing it to notify its participants of the availability of bond certificates. In such event, the City shall issue and the Bond Registrar shall authenticate, register and deliver to the beneficial owners of the Series 2024 Bonds, bond certificates in replacement of such beneficial owners' beneficial interests in the Series 2024 Bonds, all as shown in the records maintained by the Securities Depository.

Section 12. Form of Series 2024 Bonds. The Series 2024 Bonds shall be issued as fully registered bonds and shall be in substantially the following form:

[Form of Series 2024 Bond]

No. _____

CUSIP No. _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF SANGAMON
CITY OF SPRINGFIELD
SENIOR LIEN ELECTRIC REVENUE REFUNDING BOND
SERIES OF 2024**

INTEREST RATE

PRINCIPAL AMOUNT

MATURITY DATE

DATED DATE

March 1, 20__

Date of Delivery

THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, a municipal corporation and a home rule unit (the “City”), acknowledges itself indebted and for value received hereby promises to pay (but only from the sources herein referred to) to Cede & Co., the registered owner hereof, or registered assigns, the principal amount specified above on the maturity date specified above, and to pay interest on such principal amount from the Dated Date of this bond or the most recent interest payment date to which interest has been paid at the interest rate per annum specified above, computed on the basis of a 360-day year consisting of twelve 30-day months and payable in lawful money of the United States of America on March 1, 2025, and semiannually thereafter on March 1 and September 1 in each year until the principal amount shall have been paid, by check or draft mailed to the registered owner of record hereof as of the 15th day of the calendar month next preceding such interest payment date, at the address of such owner appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of _____, in the City of _____, Illinois, as bond registrar and paying agent or its successor (the “Bond Registrar”), or by wire transfer pursuant to an agreement by and between the City and the registered owner of this bond. This bond, as to principal and premium, if any, when due, will be payable in lawful money of the United States of America upon presentation and surrender of this bond at the principal corporate trust office of the Bond Registrar.

This bond is one of a series of bonds issued in the aggregate principal amount of \$ _____ (_____ Dollars) (the "*Series 2024 Bonds*"), which are authorized and issued under and pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and under and in accordance with an ordinance adopted by the City Council of the City on August 21, 1984, and entitled: "An Ordinance of the City of Springfield, Sangamon County, Illinois, Authorizing the Issuance and Sale of Electric Revenue Bonds and Providing the Terms of and Security for Payment Thereof," as amended and restated (the "*Master Bond Ordinance*"), as amended and supplemented by an ordinance adopted by said City Council on the 17th day of September, 2024, and entitled: "An Ordinance authorizing the issuance of not to exceed \$450,000,000 Senior Lien Electric Revenue Refunding Bonds, Series of 2024, of the City of Springfield, Sangamon County, Illinois, providing for the terms of security and payment for said bonds, authorizing the sale of said bonds to the purchasers thereof, directing the execution of an escrow agreement in connection with the issuance of said bonds and amending and restating the City's Master Electric Revenue Bonds Ordinance." The Master Bond Ordinance as so amended and restated is herein called the "*Bond Ordinance*."

This bond is payable solely from the revenues to be derived from the electric light plant and system of the City (the "*System*") and not otherwise. This bond does not constitute an indebtedness of the City within any constitutional or statutory limitation or provision or a pledge of the full faith and credit or the taxing power of the City.

The Series 2024 Bonds are "Senior Lien Bonds" as described in the Bond Ordinance and are issued on a parity with the outstanding Senior Lien Electric Revenue Refunding Bonds, Series of 2015, of the City (the "*Series 2015 Bonds*"), and any other Senior Lien Bonds (as hereinafter defined) that may be outstanding from time to time under the Bond Ordinance. Pursuant to the Bond Ordinance, the City may hereafter issue additional Senior Lien Bonds (herein called

“Additional Bonds”) for the purposes, in the amounts and upon the conditions set forth in the Bond Ordinance. The Series 2015 Bonds and the Series 2024 Bonds and any Additional Bonds (herein collectively called the *“Senior Lien Obligations”*) are payable from, and equally and ratably secured by a pledge of, the revenues of the System. The City may hereafter issue “Junior Lien Bonds” and “Subordinate Obligations” pursuant to the Bond Ordinance. Reference to the Bond Ordinance is made for a description of the nature and extent of the security for this bond, the revenues pledged, the nature and extent and manner of enforcement of the pledge and the rights and remedies of the registered owners of Senior Lien Bonds with respect thereto.

Under the Bond Ordinance, the revenues to be derived from the operation of the System will be deposited in a separate fund designated as the “Electric Light Revenue Fund” of the City, which shall be used for paying the cost of operation and maintenance of the System and for paying the principal of and interest on all obligations of the City that are payable by their terms from the revenues of the System.

Subject to certain limitations and exceptions contained in the Bond Ordinance, the rights and obligations of the City and of the owners of the Senior Lien Bonds and the Junior Lien Bonds and the provisions of the Bond Ordinance may from time to time be modified or amended by a supplemental ordinance adopted by the City Council of the City with the written consent of the owners of not less than a majority of the aggregate principal amount of the Senior Lien Bonds and the Junior Lien Bonds then outstanding.

The Series 2024 Bonds maturing on or after March 1, 20__, are subject to redemption prior to maturity at the option of the City and upon notice as hereinafter provided, in such principal amounts and from such maturities as the City shall determine, and by lot within a single maturity, on March 1, 20__, and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed plus, if such Series 2024 Bond is to be redeemed during any period (both

dates inclusive) shown in the following table, the applicable redemption premium, expressed as a percentage of such principal amount, set forth opposite such period:

REDEMPTION PERIOD	REDEMPTION PREMIUM
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The Series 2024 Bonds maturing on March 1, 20___, are subject to mandatory redemption (to the extent that the mandatory redemption requirement has not otherwise been satisfied), by lot at a redemption price equal to the principal amount thereof to be redeemed, and upon notice as hereinafter provided, on March 1 of the years and in the principal amounts as follows:

YEAR	AMOUNT
------	--------

Notice of the redemption of Series 2024 Bonds will be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of Series 2024 Bonds to be redeemed at their last addresses appearing on such registration books. The Series 2024 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the Series 2024 Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such Series 2024 Bonds or portions thereof shall cease to accrue and become payable.

This bond is transferable only upon such registration books by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon surrender hereof at the principal corporate trust office of the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or by his or her duly authorized attorney, and thereupon a new registered Series 2024 Bond or Series 2024 Bonds, in the authorized denominations of \$5,000 or any integral multiple thereof and of the same aggregate principal amount, maturity and interest rate as this bond shall be issued to the transferee in exchange therefor. In like manner, this bond may be exchanged for an equal aggregate principal amount of Series 2024 Bonds of the same maturity and interest rate and of any of such authorized denominations. The City or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this bond. No service charge shall be made for the privilege of making such transfer or exchange, other than certain exchanges as provided in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this bond in order to make it a legal, valid and binding obligation of the City have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of bonds of which this bond is one, together with all other indebtedness of the City is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, by its City Council, has caused this bond to be executed in its name and on its behalf by the manual or duly authorized facsimile signature of its Mayor, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or duly authorized facsimile signature of its City Clerk.

CITY OF SPRINGFIELD, SANGAMON COUNTY,
ILLINOIS

Mayor

ATTEST:

City Clerk

(SEAL)

Date of Authentication: _____, 2024

CERTIFICATE
OF
AUTHENTICATION

This Bond is one of the Senior Lien Electric Revenue Refunding Bonds, Series of 2024, described in the within mentioned Bond Ordinance.

_____,
as Bond Registrar

By _____
Authorized Signer

[Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

the within bond and hereby irrevocably constitutes and appoints _____

attorney to transfer the said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guarantee: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Section 13. Tax Covenants. The City hereby covenants that it will not take any action, omit to take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Series 2024 Bonds) if taking, permitting or omitting to take such action would cause any of the Series 2024 Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Series 2024 Bonds to be included in the gross income of the recipients thereof for Federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Series 2024 Bonds, under present rules, the City is treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the City agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by counsel approving the Series 2024 Bonds; (c) to consult with counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 14. Rebate Fund. The City hereby establishes a special fund designated as the “2024 Rebate Fund.” In the event that the City shall invest moneys that are allocable to the Series 2024 Bonds in any investments which generate income that must be rebated or paid to the United States of America pursuant to Section 148(f) of the Code, such income shall be deposited

in the 2024 Rebate Fund. Moneys in the 2024 Rebate Fund shall be applied to pay such sums as are required to be paid to the United States of America pursuant to Section 148(f) of the Code and are hereby appropriated and set aside for such purpose. Moneys in the 2024 Rebate Fund that are not required to be paid to the United States of America may be withdrawn by the City and deposited into the Electric Light Revenue Fund.

Section 15. Approval of Documents. The form of Bond Purchase Agreement by and between the City and the Underwriter on file in the office of the City Clerk is hereby approved. In connection with the sale of the Series 2024 Bonds, the Mayor is authorized and directed to execute and deliver a Bond Purchase Agreement in substantially the form of the Bond Purchase Agreement on file in the office of the City Clerk, together with such changes and completions as may be approved by the Mayor, subject to the limitations of this Series 2024 Bond Ordinance. The execution and delivery of the Bond Purchase Agreement shall constitute conclusive evidence of the approval of such changes and completions. Prior to the execution and delivery of the Bond Purchase Agreement, the Mayor shall find and determine that no person holding any office of the City, either by election or appointment, has a prohibited interest in the Bond Purchase Agreement, as such interests are set forth in the Public Officer Prohibited Activities Act, as amended.

The form of Preliminary Official Statement of the City with respect to the Series 2024 Bonds in substantially the form on file in the office of the City Clerk with such changes, omissions, insertions and revisions as the Chief Utility Engineer shall deem advisable, the distribution thereof to prospective purchasers and the use thereof by the Underwriter in connection with the offering of the Series 2024 Bonds is authorized and approved. The Chief Utility Engineer is authorized to “deem final” the Preliminary Official Statement as of its date for purposes of Rule 15(c)2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”). The Chief Utility Engineer is authorized to permit the distribution

of the final Official Statement with such changes, omissions, insertions and revisions as the Chief Utility Engineer shall deem advisable.

The form of Escrow Agreement by and between the City and the Escrow Agent on file in the office of the City Clerk is hereby approved. In connection with the sale of the Series 2024 Bonds for the Refunding, the Mayor is authorized and directed to execute and deliver an Escrow Agreement in substantially the form of the Escrow Agreement on file in the office of the City Clerk, together with such changes and completions as may be approved by the Mayor, subject to the limitations of this Series 2024 Bond Ordinance. The execution and delivery of the Escrow Agreement shall constitute conclusive evidence of the approval of such changes and completions.

The Mayor, the Chief Utility Engineer and any other officers or officials of the City, as shall be appropriate, are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Bond Purchase Agreement, the Escrow Agreement, this Series 2024 Bond Ordinance, the Preliminary Official Statement, the Official Statement and the Series 2024 Bonds.

Section 16. Bond Insurance. In the event the payment of principal of and interest on the Series 2024 Bonds is insured pursuant to a municipal bond insurance policy (a "*Municipal Bond Insurance Policy*") issued by a bond insurer (a "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City, the Bond Registrar and the Paying Agent agree to comply with such usual and reasonable provisions, as approved by the Mayor on advice of counsel, regarding presentment and payment of Series 2024 Bonds, subrogation of the rights of Series 2024 Bondholders to the Bond Insurer when holding Series 2024 Bonds, amendment hereof, or other terms, her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 17. Sale of Bonds. Subject to the limitations contained in this Series 2024 Bond Ordinance, authority is delegated to the Mayor for a period of six-months from the passage of this

Series 2024 Bond Ordinance, to (i) sell the Series 2024 Bonds to the Underwriter, in one or more series, upon the terms as prescribed in this Series 2024 Ordinance, *provided* that (a) the aggregate purchase price of the Series 2024 Bonds shall not be less than 100% of the par amount of the Series 2024 Bonds; and (b) the true interest cost of the Series 2024 Bonds shall not exceed five percent (5%); and (ii) determine the terms and details of the Series 2024 Bonds not specified or determined in this Series 2024 Bond Ordinance and the portion of the Series 2015 Bonds which constitute the Refunded Bonds. The sale of the Series 2024 Bonds and the determination of the details of the Series 2024 Bonds shall be evidenced in one or more “Bond Orders”, which shall be executed by the Mayor and filed in the office of the City Clerk prior to the issuance of respective series of the Series 2024 Bonds.

The Mayor shall have the authority to sell the Series 2024 Bonds in one or more series so long as the limitations set forth in this Series 2024 Bond Ordinance and the conditions of this Section shall have been met.

Section 18. Application of Proceeds. The net proceeds of sale of the Series 2024 Bonds shall be paid or applied as follows:

A. To the Bond Insurer that issues a Municipal Bond Insurance Policy with respect to any of the Series 2024 Bonds, the amount of the bond insurance premium payable on the date of issuance of the Series 2024 Bonds.

B. To the City Treasurer for deposit to the Senior Lien Debt Service Reserve Account, the amount required so that the sum held therein equals the Senior Lien Debt Service Reserve Requirement.

C. To the Escrow Agent the amount necessary from the proceeds of the Series 2024 Bonds, together with such money in the Senior Lien Bond and Interest Account relating to the Refunded Bonds as may be advisable for the purpose, shall be used to provide for the refunding of the Refunded Bonds, and the payment of such expenses as may be designated, pursuant to the provisions of the Escrow Agreement. Subject only to the delivery of the Series 2024 Bonds, the Refunded Bonds as are to be refunded with the proceeds of the Series 2024 Bonds are hereby called for redemption on their first call dates and upon the terms and provisions as provided in the Escrow Agreement. The Underwriter, the Municipal Advisor and the Escrow Agent be and the same are each hereby authorized

to act as agent for the City in the purchase of the Government Obligations described and set forth in the Escrow Agreement.

D. To the City Treasurer for deposit to a special trust fund hereby established and designated as the "2024 Costs of Issuance Fund," the remaining proceeds of sale of the Series 2024 Bonds, to pay the costs of issuance of the Series 2024 Bonds.

Section 19. Disbursements from 2024 Costs of Issuance Fund. The City Treasurer may at any time, upon the direction of the Director of the City's Office of Budget and Management or his or her designee, (i) withdraw moneys from the 2024 Costs of Issuance Fund to pay costs of issuance of the Series 2024 Bonds, or (ii) transfer moneys from the 2024 Costs of Issuance Fund to the Senior Lien Bond and Interest Account to pay interest on the Series 2024 Bonds.

The moneys in the 2024 Costs of Issuance Fund are appropriated for the payment of costs of issuance of the Series 2024 Bonds, but may hereafter be reappropriated and used for other purposes related to the System if such reappropriation and use is permitted by Illinois law and the Master Bond Ordinance and will not adversely affect the exclusion from gross income for Federal income tax purposes of interest on the Series 2024 Bonds.

Funds on deposit in the 2024 Costs of Issuance Fund may be invested by the City Treasurer in Permitted Investments; *provided*, such investments shall be scheduled to come due, are redeemable or otherwise funds are available, before needed to pay costs of issuance of the 2024 Bonds.

Section 20. Continuing Disclosure Undertaking. The Mayor or the Chief Utility Engineer is hereby authorized, empowered, and directed to execute and deliver a Continuing Disclosure Undertaking under the Rule (the "*Continuing Disclosure Undertaking*") in substantially the form on file in the office of the City Clerk with such changes, omissions, insertions and revisions as the official executing the Continuing Disclosure Undertaking on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be

binding on the City and the officers, employees, and agents of the City, and the officers, employees, and agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Series 2024 Bond Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Series 2024 Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 21. Amendment of the Master Bond Ordinance. (a) The City hereby determines to amend and restate the Master Bond Ordinance. The amendments provided for in Section 21(b) shall take effect when consented to and approved by the Holders of Bonds in the manner provided by Article Twelve of the Master Bond Ordinance. For the purpose of obtaining the required approval of the Holders of Bonds to such amendments, each Holder of any Senior Lien Bond (including any Series 2024 Bond) or any Junior Lien Bond issued after the date of enactment of this Series 2024 Bond Ordinance shall be deemed to have consented to and to have approved each such amendment as part of the contract between the City and such Holder.

(b) The Master Bond Ordinance is hereby amended as follows:

(i) The definition of the term “*Officer*” set forth in Section 1.01 of the Master Bond Ordinance shall be replaced in its entirety with the following:

“*Officer*” means the Mayor, City Clerk or City Treasurer of the City or the General Manager, Acting General Manager or Chief Utility Engineer of the City’s Office of Public Utilities.

(ii) The term “*One-Month LIBOR Rate*” set forth in Section 1.01 of the Master Bond Ordinance shall be replaced with the term “*One-Month SOFR Rate*”, which term shall have the following definition:

“One-Month SOFR Rate” shall mean, as of any date of determination, the one-month Term Secured Overnight Financing Rate published by CME Group Benchmark Administration Limited (or any successor administrator thereof), on such date, or if not available on such date, then on the next preceding day on which such rate was available.

(iii) The definition of the term *“Variable Rate Taxable Index”* set forth in Section 1.01 of the Master Bond Ordinance shall be replaced in its entirety with the following:

“Variable Rate Taxable Index” shall mean the One-Month SOFR Rate or, if the One-Month SOFR Rate no longer shall be available, the Alternate Variable Rate Taxable Index.

(iv) Section 8.09 of the Master Bond Ordinance shall be replaced in its entirety with the following:

Section 8.09. Power Purchase Obligations. Power Purchase Obligations may be entered into by the City provided that prior to entering into such obligation the City shall have obtained an Officer’s Certificate that, for the first five complete Fiscal Years during which payments under such Power Purchase Obligation are expected to be made, Net Revenues of the System after making all such Power Purchase Obligation payments are projected to equal at least 1.25 times the Current Debt Service Requirement for all Outstanding Bonds for each of such Fiscal Years. Such certificate shall be filed with and approved by the Council prior to the entering into such Power Purchase Obligation.

(v) Section 9.07 of the Master Bond Ordinance shall be replaced in its entirety with the following:

Section 9.07. Books, Records and Accounts. The City covenants that it will keep an accurate record of the total cost of the System, of the Revenues and other funds collected and of the application of such Revenues. Such records shall be open at all reasonable times to the inspection of any Holder or the agents and representatives thereof. The City further covenants that no later than 210 days after the close of each Fiscal Year it will cause an audit to be completed of its books and accounts relating to the System by an Independent certified public accountant. Such audit shall include, without limiting the scope thereof, each of the following:

- (a) an income and expenses statement;
- (b) all deposits to the credit of and withdrawals from each fund or account created under the provisions of this Ordinance;

- (c) the details of all Outstanding Bonds issued, paid, purchased, or redeemed;
- (d) a balance sheet as of the end of each such year;
- (e) revisions (if any) in fees, rates, and other charges;
- (f) the amounts on deposit at the end of each such Fiscal Year to the credit of each fund or account and showing the details of any investments thereof;
- (g) a list of all the insurance policies in force at the end of the Fiscal Year, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy;
- (h) amounts payable under Power Purchase Obligations; and
- (i) the accountant's comments as to compliance with this Ordinance.

Within 30 days after receipt of the audit by the City, such audit shall be mailed to all Holders who shall have filed their names and addresses with the City for such purpose. The City further covenants that it will cause any additional reports or audits relating to the System to be made as required by law and that, as often as may be requested, it will furnish to the Holder of any Bond issued hereunder such other information concerning the System or the operation thereof as may reasonably be requested.

(c) Attached as *Exhibit A* hereto is the amended and restated Master Bond Ordinance, which incorporates the amendments approved hereby, together with such additional changes as may be approved by the Mayor on advice of counsel.

Section 22. Ordinance to Constitute a Contract. The provisions of this Series 2024 Bond Ordinance shall constitute a contract between the City and the owners of the Series 2024 Bonds. Any pledge made in this Series 2024 Bond Ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the owners of any and all of the Series 2024 Bonds. All of the Series 2024 Bonds, regardless of the time or times of their issuance, shall be of equal rank without

preference, priority or distinction of any of the Series 2024 Bonds over any other thereof except as expressly provided in or pursuant to this Series 2024 Bond Ordinance.

Section 23. Record-Keeping Policy and Post-Issuance Compliance Matters. On July 17, 2012, the City Council, by passage of Ordinance Number 253-7-12, adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City which constitute water revenue and electric revenue obligations, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The City Council and the City hereby reaffirm the Policy.

Section 24. Publication. The City Clerk is hereby authorized and directed to publish this Series 2024 Bond Ordinance in pamphlet form and to file copies thereof for public inspection in his office.

Section 25. Severability. If any section, paragraph, clause or provision of this Series 2024 Bond Ordinance shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the other provisions of this Series 2024 Bond Ordinance.

Section 26. Repealer. All ordinances, resolutions or orders, or parts thereof, of the City in conflict with the provisions of this Series 2024 Bond Ordinance are repealed to the extent of such conflict.

Section 27. Effective Date. This Series 2024 Bond Ordinance shall become effective immediately upon its passage, approval and recording by the City Clerk.

Passed: September 17, 2024

Signed: September 17, 2024

Recorded: September 17, 2024

Mayor

Attest: _____
City Clerk

Approved as to legal sufficiency:

Requested by: _____

 8/29/24

Office of Corporation Counsel/Date

STATE OF ILLINOIS)
) SS
SANGAMON COUNTY)

I, Frank J. Lesko, City Clerk of the City of Springfield, Sangamon County, Illinois (the “City”), do hereby certify that the following is a true and correct copy of:

Ordinance Number ____ - ____ -24

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$450,000,000 SENIOR LIEN ELECTRIC REVENUE REFUNDING BONDS, SERIES OF 2024, OF THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, PROVIDING FOR THE TERMS OF SECURITY AND PAYMENT FOR SAID BONDS, AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASERS THEREOF, DIRECTING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH THE ISSUANCE OF SAID BONDS AND AMENDING AND RESTATING THE CITY’S MASTER ELECTRIC REVENUE BONDS ORDINANCE

, as found in my office, the City Clerk.

Given under my hand and seal this 17th day of
September, 2024.

Frank J. Lesko

(SEAL)

EXHIBIT A

AMENDED AND RESTATED MASTER BOND ORDINANCE

2024-348

ORDINANCE NUMBER 857-8-84

AN ORDINANCE OF THE CITY OF SPRINGFIELD, SANGAMON COUNTY,
ILLINOIS, AUTHORIZING THE ISSUANCE
AND SALE OF ELECTRIC REVENUE BONDS AND PROVIDING
THE TERMS OF AND SECURITY FOR PAYMENT THEREOF

ADOPTED: August 21, 1984

ORDINANCE FACT SHEET

DATE OF 1st READING: 09/03/24

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: 450,000,000

SUGGESTED TITLE:

An ordinance providing for and authorizing the issuance of Senior Lien Electric Revenue Refunding Bonds Series 2024 refunding the 2015 Senior Lien Electric Refunding Bonds.

CONTRACTOR / VENDOR NAME: -

VENDOR NO: -

CONTRACT TERM: - Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: (Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other:☐ Exception:

Code Provision:

Previous Ord #'s -

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1	102	300	KB	TBD	TBD
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

This ordinance authorizes the Mayor to take the actions necessary to issue a series of electric revenue bonds (Senior Lien Series of 2024) that will be used to: (1) pay the costs of issuance of the bonds; and (2) refund the Senior Lien Series of 2015, which are currently outstanding in the approximate aggregate principal amount of \$408,470,000.

The principal amount of the 2015 Bonds associated with refunding the Electric Revenue Bonds may not exceed \$450,000,000.00.

This refunding has the potential for a net present value savings up to \$27,000,000 for the Electric Fund (variable upon market conditions at time of sale).

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H.
Date: 2024.08.23 13:09:49 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2024.08.23 12:07:39 -05'00'

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

SIGN OFF: _____

(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2024.08.23 14:15:33 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-348

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SERIES OF
AGREEMENTS WITH CGI TECHNOLOGIES AND SOLUTIONS, INC. IN AN AMOUNT
NOT TO EXCEED \$12,316,055.00, FOR A 5-YEAR TERM FOR THE PROCUREMENT
OF A NEW ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM PER RFP CS22-17
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes expenditure for a Statement of Work and Software as a Services Agreement for the use of a Proprietary Software License Agreement for the implementation and ongoing maintenance and support of an ERP System for use throughout the City of Springfield in an amount not to exceed \$12,316,055.00, with CGI Technologies and Solutions, Inc. ("CGI") and,

WHEREAS, included these ERP System services will be: Financial Management, Budget, 1099 Reporting, Asset Management, Procurement, Vendor Self Service, Payroll, Employee Time and Attendance, Labor Cost Distribution, Human Resources, HR Self Service (Employee & Manager); Applicant Tracking, Maximo Inventory and Work Order Management, Insight Essential and TestSavvy Reporting, and

WHEREAS, the costs will be split between the Corporate Fund and the Utility, and

WHEREAS, in accordance with the provisions of Section 38.38 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding.

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 a contract with CGI in an amount not to exceed Twelve Million Three Hundred Sixteen Thousand Fifty-Five Dollars and No Cents (\$12,316,055.00).

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

Section 3. The payment to CGI for the total maximum amount of Twelve Million Three Hundred Sixteen Thousand Fifty-Five Dollars and No Cents (\$12,316,055.00) from Account Nos. 101-200-JB-4612-1605, 102-200-JB-3912-1605, and 001-107-GENC-VARI-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:

 8/29/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher



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

MEMORANDUM

TO: Information Systems Division,
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: August 27, 2024

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# CS22-17 Enterprise Resource Planning (ERP) Software and Implementation Services and the Ordinance Fact Sheet for authorizing of an agreement with CGI Technologies and Solutions Inc. for the City of Springfield.

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

ORDINANCE FACT SHEET

DATE OF 1st READING: 09-03-24

CONTACT PERSON: E.Urekar /Michelle Carlisle

OFFICE REQUESTING: Public Utilities, Information Systems Division

PHONE NUMBER: 217-789-2043/ 2626

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

FISCAL IMPACT: \$12,316,055.00 (through 2029)

SUGGESTED TITLE: An ordinance authorizing execution of a series of agreements with CGI Technologies and Solutions Inc. for a total amount not to exceed \$12,076,056.00 for a 5-year term for the procurement of a new enterprise resource planning (ERP) system for the City of Springfield

CONTRACTOR / VENDOR NAME: CGI Technologies and Solutions Inc.

VENDOR NO: 0AME3362

CONTRACT TERM: 5 years

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$12,316,055.00 (cumulative through 2029)
(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ Other: RFP# CS22-17☐ 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	101	200	JB	4612	1605	
2	102	200	JB	3912	1605	
3				3912		
4	001	107	Genc	Vari	1605	

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

STAFF ANALYSIS

This ordinance establishes approval and authorizes expenditure for a Statement of Work and Software as a Services Agreement for the use of a Proprietary Software License Agreement for the implementation and ongoing maintenance and support of an ERP System for use throughout the City of Springfield.

Included in these ERP System services will be: Financial Management, Budget, 1099 Reporting, Asset Management, Procurement, Vendor Self Service, Payroll, Employee Time and Attendance, Labor Cost Distribution, Human Resources, HR Self Service (Employee & Manager); Applicant Tracking, Maximo Inventory and Work Order Management, Insight Essential and TestSavvy Reporting.

Implentation of the new software is expected to take 12 months with CGI accepting new operational responsibilities through its Cloud storage following City approval and 'go live.' The City will then contract with CGI for a Software as a Service agreement for the commencing 4 years for daily, weekly, monthly and annual processing as necessary.

With assistance and guidance from the Government Finance Officers Associations of the United States & Canada (GFOA), CGI was selected through evaluation of RFP# CS22-17 for this contract. CGI is the current software provider for many of these services. This agreement will allow the City to retire additional stand-alone systems and that work be integrated into this software.

FUNDS CHECK BY: Dakota Capranica

Digitally signed by Dakota
Capranica
Date: 2024.08.29 09:17:58 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.08.29 09:03:41 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.08.29 10:03:57 -05'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)



Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2024.08.29 10:34:48 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-349

AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BARNES & THORNBURG LLP, AS OUTSIDE COUNSEL, FOR LEGAL ASSISTANCE WITH THE U.S. CENTRAL DISTRICT COURT CASE NO. 23-CV-3250, CURRAN-GARDNER TOWNSHIPS PUBLIC WATER DISTRICT, SANGAMON COUNTY, ILLINOIS V. CITY OF SPRINGFIELD, ILLINOIS, IN AN AMOUNT NOT TO EXCEED \$200,000.00 AND AUTHORIZING A TRANSFER OF FUNDS IN THE AMOUNT OF \$175,000.00 FROM ONE ACCOUNT TO ANOTHER, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves a Professional Service Agreement with Barnes & Thornburg LLP ("Barnes") as Outside Counsel in an amount not to exceed \$200,000.00, for their legal assistance with the U.S. Central District Court Case No. 23-cv-3250, Curran-Gardner Townships Public Water District, Sangamon County, Illinois v. City of Springfield, Illinois, and

WHEREAS, Barnes will assist in litigation on behalf of the Office of Public Utilities and Office of Corporation Counsel, and

WHEREAS, Barnes is qualified and able to provide the services needed in an amount not to exceed \$200,000.00, and

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

WHEREAS, two-thirds of the Corporate Authorities deem it necessary to transfer certain sums of money appropriated from one account to another within the Office of the Public Utilities; and

WHEREAS, it is necessary to transfer \$175,000.00 from 101-100-B-5012-2306 to 101-400-F-6279-1217 so that the funds are in the proper budget lines for this expenditure.

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 a Professional Service Agreement with Barnes in an amount not to exceed Two Hundred Thousand Dollars and No Cents (\$200,000.00) for their legal assistance with Curran-Gardner Water case, U.S. Central District Case No. 23-cv-3250.

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

Section 3. The payment to Barnes for the total maximum amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00) from Account No. 101-400-F-6279-1217 is hereby authorized, approved, and directed.

Section 4. That at least two-thirds of the City Council hereby authorizes the transfer of the \$175,000.00 from 101-100-B-5012-2306 to 101-400-F-6279-1217.

Section 5. The Office of Budget and Management is hereby authorized and directed to effectuate this transfer.

Section 6. The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Section 7. 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, publication according to law, and recording with the City Clerk.

PASSED: _____, 2024

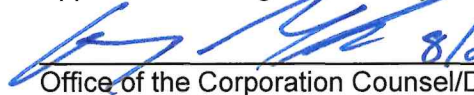
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 8/28/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Barnes & Thornburg LLP
CONTRACT AMOUNT: \$200,000.00
TYPE OF AWARD: Professional Service

PRIOR ORDINANCE INFORMATION:

-

INFORMATION:

This Ordinance approves and authorizes the execution of an agreement with Barnes & Thornburg LLP ("Barnes") in an amount not to exceed \$200,000.00, as outside counsel, for legal assistance with the U.S. Central District Court Case No. 23-CV-3250, Curran-Gardner Townships Public Water District, Sangamon County, Illinois V. City of Springfield, Illinois.

On August 7, 2023, the Curran-Gardner Public Water District filed suit in federal court against the City of Springfield under 7 U.S.C. §1926(b). Curran-Gardner has taken the position that the agreement between the parties to delineate customers between the City and its District is void and that the City must cease providing water service to residents of the City who live within the boundaries of the District. Curran-Gardner also demands the Court place the City's infrastructure into a constructive trust for the use and benefit of the District even though the District does not produce enough water to serve the disputed customers.

A transfer of \$175,000.00 is also being requested to move money into the proper expense line to cover this expenditure.



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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, *JML*
Purchasing Agent

DATE: August 28, 2024

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet for Barnes & Thornburg LLP in an amount not to exceed \$200,000.00 for legal services for the City of Springfield.

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.

ORDINANCE FACT SHEET

DATE OF 1st READING: 09-03-24

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: \$200,000.00

SUGGESTED TITLE: Authorize contract / vendor / dollar amount / & authorizing a transfer / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Barnes & Thornburg LLP

VENDOR NO: _____

CONTRACT TERM: case duration

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: above

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☒ Other: Professional Service☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: 38.42

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	100	B	5012	2306	175,000
2	101	400	F	6279	1217	200,000
3				6279		
4						

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

STAFF ANALYSIS

To hire Barnes & Thornburg LLP as outside counsel, for legal assistance with the US District Court Case No. 23-cv-3250, Curran-Gardner Townships Public Water District, Sangamon County, Illinois v. City Of Springfield, Illinois.

And authorize a transfer from 1 acct to another, to fund this expenditure.

FUNDS CHECK BY:

Kerfoot, Benjamin R.

Digitally signed by Kerfoot,
Benjamin R.
Date: 2024.08.28 10:36:03 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.08.28 10:32:33
-05'00'

Date: _____

CITY PURCHASING AGENT:

Michael Lesko

Date: 08/28/2024

SIGN OFF:



(Mayor's Signature)

GEM



(Director of OBM)

The information supplied on this form is not confidential information.

2024-350

AN ORDINANCE AUTHORIZING RELOCATION EXPENSES, IN AN AMOUNT NOT TO EXCEED \$25,000.00, FOR THE RELOCATION OF OCCUPANTS AND PERSONAL PROPERTY LOCATED ON PARCEL SR0029, 1500 E. NORTH GRAND AVENUE, RELATING TO 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, Illinois & Midland Railroad, Inc. owns the property located on parcel SR0029, 1500 E. North Grand Avenue, in Sangamon County; and

WHEREAS, it is necessary to authorize \$25,000.00 for relocation expenses in compliance with the Federal Uniform Relocation Act; and

WHEREAS, the relocation of the occupants and personal property located on parcel SR0029, 1500 E. North Grand Avenue is for public purposes specifically associated with the Springfield Rail Improvements Projects.

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

Section 1: That the City Council hereby approves relocation expenses for the o personal property occupying parcel SR0029, 1500 E. North Grand Avenue, in the amount of \$25,000.00, in compliance with the Federal Uniform Relocation Act for public purposes specifically associated with the Springfield Rail Improvements Projects as attached hereto as Exhibit A.

Section 2: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment in an amount not to exceed \$25,000.00 to Hanson Professional Services, Inc. (0HAN1501) for the relocation personal property occupying parcel SR0029, 1500 E. North Grand Avenue, from account number 041-110-GAST-STRS-2301.

Section 3: That Hanson Professional Services, Inc. shall reimburse Illinois & Midland Railroad, Inc. for the relocation personal property occupying parcel SR0029, 1500 E. North Grand Avenue

Section 4: 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

 8/28/24
Office of Corporation Counsel / Date

**Transaction Summary
for
Supporting Ordinance Documentation / Relocation
(1500 E. North Grand Avenue - Illinois & Midland Railroad, Inc.)**

Who we are purchasing the property from?

Illinois & Midland Railroad, Inc.

Who is purchasing property?

The City of Springfield.

Reason for acquisition:

Springfield Rail Improvement Project Usable Segment 6A.

What is being acquired?

SR0029 – 119,399.31 square feet of land in fee.

SR0029PE – 4,517.22 square feet of land as a permanent easement

SR0029TE-1, TE-2, TE-3 – 53,113.93 square feet of land as temporary construction easements

SR0326 – 3,749 square feet of land as fee

How it will be acquired (i.e. fee simple)?

Fee simple, Permanent Easement, and Temporary Construction Easement.

Source of funding:

City of Springfield

Appraisal amount:

\$171,709.00

Purchase price:

\$425,000.00. To be requested by separate ordinance.

Closing Costs:

\$25,000.00. To be requested by separate ordinance.

Reason for purchase amount if above appraised value:

Administrative Documentation to be provided by separate ordinance.

Relocation amount with estimate breakdown:

\$25,000.00. See attached Relocation Cost Estimate.

Parcel SR0029 – Illinois & Midland Railroad, Inc., Relocation Expenses (estimate)

Relocatee	Expense	Provider	Amount	Explanation
Unit 1	Moving (Owner – actual)	Self-move	\$25,000.00	Based on estimate Pursuant to Uniform Act
Total			\$25,000.00	

ORDINANCE FACT SHEET

REQUEST FORM NO:

24-38

DATE OF 1ST READING:

9/3/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Real Estate

FISCAL IMPACT: \$ 25,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING RELOCATION EXPENSES FOR THE RELOCATION OF PERSONAL PROPERTY LOCATED ON PARCEL SR0029, 1500 E. NORTH GRAND AVENUE, IN AMOUNT NOT TO EXCEED \$25,000.00.

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

transaction summary

relocation costs estimate

CONTRACTOR / VENDOR NAME: Hanson Professional Services Inc.

VENDOR NO: 0HAN1501

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$25,000.00

(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	041	110	GAST	STRS	2301	\$ 25,000.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for relocation expenses for the acquisition of property located at 1613 & 1615 E. North Grand Avenue. The relocation assistance is required for public purposes, specifically associated with the Springfield Rail Improvements Projects, Usable Segment 6A. The relocation costs are in compliance with the Federal Uniform Relocation Act.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2024 FORD F-350 FROM LANDMARK FORD, INC. IN AN AMOUNT NOT TO EXCEED \$76,232.00 UNDER STATE CONTRACT ##22-416CMS-BOSS4-P-33728, 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 a 2024 Ford F-350 from Landmark Ford, Inc. under State Contract #22-416CMS-BOSS4-P-33728, in the amount not to exceed \$76,232.00; and

WHEREAS, the City Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.50 pertaining to Joint Purchases; and

WHEREAS, the state contract shall be located in the Office of the City Clerk and identified as State Contract #22-416CMS-BOSS4-P-33728.

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

Section 1: That the City Council hereby authorizes the purchase of a 2024 Ford F-350 from Landmark Ford, Inc. under State Contract #22-416CMS-BOSS4-P-33728, in the amount not to exceed \$76,232.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute a contract on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Landmark Ford, Inc. (0LAN5000) an amount not to exceed \$76,232.00 as follows:

ACCOUNT NUMBER	AMOUNT
094-110-WORK-24GO-1503	\$76,232.00

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

PASSED: _____, 2024

SIGNED: _____, 2024

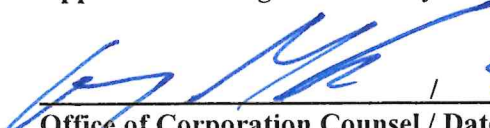
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 8/28/24
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Matt Gairani

FROM: Anthony Quinones – Central Purchasing 

DATE: August 20, 2024

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to Landmark Ford Inc., for the purchase of new 2024 Ford F-350 in an amount not to exceed \$76,232.00 for the Office of Public Works.

The State Joint Purchasing Contract Number is 22-416CMS-BOSS4-P-33728.

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

Quote

Landmark Ford Inc.

You Always Do Better At Landmark

DATE: August 15, 2024

Quote For: City Of Springfield Public Works

401 Prairie Crossing Drive
Springfield, IL. 62711
Phone: 217 862 5253
Fax: 217 862 5316

	\$45,040.00	
2024 Ford F-350 Duall rear wheel chassis state contract # B-23568		2,272.00
Super-cab option		390.00
Limited slip axle		370.00
Cab steps super-cab		85.00
Extra Heavy Alternator		890.00
Power Invertor 3000 watt		415.00
Rear view camera prep kit		489.00
Rustproof/undercoat		145.00
Extra Key no remote		25,961.00
Knapheide 6132D Service body for 84"CA with Options		
Liftgate for Service Body		
Rear Bumpers for Service Body		
110 Fuel Transfer Tank W/Pump Hose & Nossel		175.00
Lic & Title M-Plate		
Sub total		76,232.00
OTHER		
TOTAL \$		76,232.00

Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, contact Steve Decker Ph 217 862 -5253 e-mail steve.decker@landmarkauto.com
THANK YOU FOR YOUR BUSINESS

2024-352

Contact(s): Robert Smith
rsmith@knapheide.com

Robert Smith (Inside Sales)
rsmith@knapheide.com
2175925438

James Branch (Outside Sales)
jbranch@knapheide.com
3194709635

Customer: Landmark Ford Inc

ID: 29974
Address:
2401 PRAIRIE CROSSING DR
SPRINGFIELD, IL 62711-9485

Description: 6108D54F40

Phone: 2178625200
Contact: Steve Decker
Email: steve.decker@landmarkauto.com
End Customer: Cwlp (city Water Light & Power)

Terms: NET 30 DAYS
Bid Spec:

Quote Information:

Customer Request Date: 04/18/2024
Quote Completed Date: 08/16/2024
of Units: 1

Delivery Information:

Total Price Includes F.O.B.:
Ship Via: Drive Away
Ship To: Landmark Ford Inc
2401 PRAIRIE CROSSING DR
SPRINGFIELD, IL 62711-9485

Vehicle Information:

Make: Ford
Chassis Type: Chassis Cab
Rear Axle Type: DRW
Fuel Type: Gas
GVWR: 14000

Model: F-350
Cab Type: SuperCab
Drivetrain: 4x4
Transmission Type: Auto

Year: 2024
Cab to Axle: 60
Engine Size: 7.3
Wheelbase: 167.5

Item	Description	Quantity	Unit Price	Total
PACKAGE	**State of Illinois Contract Pricing** 6108D54F40 Service Body Base Package (Ford Gas) Automotive Style Rivet-less Rotary Latches Automotive Door Seals Standard Shelving Package LED Surface Mount Lights with Rear Strobe Lights Activated Premium "Slammable" Tailgate with Center Release Galva-Grip Bumper with Pintle Hook Recess and KnapLiner Factory Supplied Backup Camera Installed if Ordered with Chassis K-Coat Corrosion Protection with Knapheide's Exclusive 12-Stage Electro-Coating Prime Paint System Body Fully Undercoated Base Package Includes 20K Hitch with 2.5" Receiver, 7-way Flat Trailer Plug, Cotter Pin, and Reducer Sleeve ~Additional Paint Charges May Apply to Non-Standard Paint Colors Finish Painted White (Single Stage Enamel)	1.00		
PACKAGE	Master Locking System	1.00		
PACKAGE	Four (4) Corner Surface Mount Strobe Package (Ecco: ED3704AC - Amber/Clear) (2) Installed in front grill (2) Installed on rear Wired to switch in Cab	1.00		
PACKAGE	Spray Line Cargo Area and Compartment Tops - 108" Service Body	1.00		
PACKAGE	110 Gallon L-Shaped Transfer Tank Weatherguard 362-5-02 Installed in Cargo Area with Back of Tank Along Curbside Front for Filling and Pumping to Both Be Reached from Curbside Includes Fuel Transfer Pump, Fill-Rite FR1210HA1	1.00		

	with Automatic Diesel Nozzle 15 GPM 3/4" x 12' Hose with Static Ground Wire			
PACKAGE	6.5" Low Profile LED Beacon Light and Third Brake Light Mount Ecco 7965A Ecco EZ1001W-FH	1.00		
PACKAGE	Rear Grab Handles installed on rear of body on end panel	1.00		
PACKAGE	Rear Bumperettes on Each Side of Liftgate	1.00		
PACKAGE	1300 Pound Liftgate Tommygate G2-54-1342 TP38 49" x 38" + 4" Tread Plate Platform Includes Light Kit	1.00		
Total does not include any applicable taxes or transportation charges unless specifically noted herein:				Subtotal: \$23,566.00
				Total: \$23,566.00

Customer PO

Total Price

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Quincy terms and conditions as stated above.

Customer Signature <i>GEM</i>	Print Name	Title	Date
Dealer Code	Dealership	Location	
VIN	If the chassis is customer supplied, Knapheide may require a chassis spec sheet		

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

9/3/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: 217 789-2255

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

TYPE OF ORDINANCE:

State Contract

FISCAL IMPACT:

\$76,232.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2024 FORD F350 FROM LANDMARK FORD INC .IN AN AMOUNT NOT TO EXCEED \$76,232.00.00 UNDER STATE CONTRACT # BOSS -4-B-23568 FOR THE OFFICE OF PUBLIC WORKS.

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

State Contract #boss-4-B-23568

Landmark Ford Quote

CONTRACTOR / VENDOR NAME: Landmark Ford Inc.

VENDOR NO: 0LAN5000

CONTRACT TERM:

CONTRACT #

boss-4-B-23568

Change in Scope

Yes ☐No ☒

CONTRACT AMOUNT:

\$76,232.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid☒ Other: State ContractIs 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	094	110	WORK	24GO	1503	\$ 76,232.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance authorizes the purchase of a new 2024 Ford F-350 under State Contract Pricing.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW 2024 VERMEER SC70TX STUMP GRINDER WITH THE TRADE-IN OF A 2006 VERMEER SC802 STUMP GRINDER FROM VERMEER MIDWEST IN AN AMOUNT NOT TO EXCEED \$77,052.00, FOR THE OFFICE OF PUBIC WORKS

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

WHEREAS, the Public Works department desires to purchase a new 2024 Vermeer SC70TX Stump Grinder, and trade in allowance from Vermeer Midwest; and

WHEREAS, Vermeer Midwest is willing to provide a new 2024 Vermeer SC70TX Stump Grinder with a trade in for a 2006 Vermeer SC802 Stump Grinder in an amount not to exceed \$77,052.00; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that this purchase is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.50 (3) as this is a joint purchase under Sourcewell Contract 031721-VRM; and

WHEREAS, pursuant to the above determination, the City Purchasing Agent recommends purchase of a new 2024 Vermeer SC70TX Stump Grinder with a trade in for a 2006 Vermeer SC802 Stump Grinder in an amount not to exceed \$77,052.00; and

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

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

Section 1: That the City Council hereby authorizes the purchase of a new 2024 Vermeer SC70TX Stump Grinder with a trade-in of a 2006 Vermeer SC802 Stump Grinder in an amount not to exceed \$77,052.00 for the Office of Public Works. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Vermeer Midwest (OMAR5950) in an amount not to exceed \$77,052.00 from account 094-110-WORK-24GO-1504.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

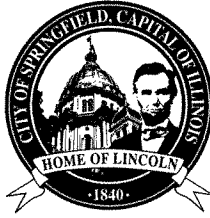
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 / 8/29/24
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Matt Gairani

FROM: Anthony Quinones – Central Purchasing 

DATE: August 20, 2024

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to Vermeer Sales of Central IL for the purchase of new 2024 Vermeer SC70TX Stump Grinder with a trade-in of a 2006 Vermeer SC802 Stump Grinder in an amount not to exceed \$77,052.00 for the Office of Public Works.

The Sourcewell Contract Number is 031721-VRM.

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



120 E Martin Drive
Goodfield, IL 61742
309-965-3300
www.vermeermidwest.com

8/19/2024

Quote #: Q-28431-1
PO #:

Bill To:
Springfield, City of
Joe Catalano
301 N. 17th
Springfield, IL 62702

Ship To:
Springfield, City of
Joe Catalano
301 N. 17th
Springfield, IL 62702

To Whom It May Concern:

I would like to submit this quote to you.

1 New 2024 Vermeer SC70TX, 2 hours

\$76,509.20

- ~ Caterpillar 67 HP T4F Turbo Diesel Engine, 153 Ft. Lbs Torque
- ~ Low Oil Pressure & High Coolant Temp Shutdown system
- ~ Weighs 3,900 Lbs
- ~12 Gallon Fuel Tank
- ~ Upgraded "80 Size" Upper and Lower Gearbox's
- ~ 2~speed Rubber Track Self-Propelled Ground Drive
- ~ Expandable/ Retractable Undercarriage
- ~ New Smooth Tracking, Upgraded Undercarriage
- ~ 20% Faster Tracking Speed Than Older Models
- ~ Vermeer Exclusive VCS Cutting System
- ~ Direct Drive Gearbox Cutter Wheel Drive
- ~ Swing Out Operator Control Station
- ~ Patented Auto Sweep
- ~ 1 Year /1,000 –Hour Standard Vermeer Limited Warranty
- ~ 3 Year / 3,000 – Hour Limited Warranty On Gearboxes & Driveline
- ~ 2 Year / 2,000 Hour Standard Caterpillar Engine Warranty per Engine Manufacturer

Sourcewell Contract # 031721-VRM
Customer Account #34550

1 Used 2006 Vermeer SC802, 919 hours, SN# 1VR2151J661000226

\$-8,000.00

CP PREM 24 MOS, UNLIMITED HRS - 500 HRS MAINT

\$7,844.00

CP PREM 24 MOS, UNLIMITED HRS - 500 HRS MAINT

~ 24 Additional Months of Extended Warranty Coverage with NO HOUR RESTRICTIONS on your Vermeer Equipment Components.
Engine Warranty Not Included.

PLANNED MAINTENANCE

- ~ Parts & Labor rates are locked in and pre-paid for up to the selected hours of maintenance coverage or 5 years from date of purchase, whichever occurs first.
- ~ Number and hours of planned maintenance intervals vary by model. See Vermeer Midwest Rep for details.
- ~ Includes comprehensive inspections with each planned maintenance service.

Initials: _____

Quote #:Q-28431

2024-353

TRAVEL

~ Travel cost \$0.00 for 1st year of warranty

~ 60% discount year 2 and 3 from published travel rates at the time of occurrence for PMs and warranty services for Extended Warranty term. Charge is per occurrence.

DIAGNOSTICS

~ Diagnostics offered at no charge for entire Extended Warranty term.

Untaxed Machine	\$76,509.20
Trade	\$-8,000.00
Freight and Prep	\$698.50
Warranty	\$7,844.00
Grand Total	\$77,051.70

Total Due	\$77,051.70

Finance Options with Approved Credit

Payment Details	Monthly Payment
Approximate payment on 24 months based on \$0 down	\$3,402.30

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: _____ *GEM*

Date: _____

Thank you for your consideration.

Sincerely,

Dan Dingledine
Territory Manager
dan.dingledine@vermeermidwest.com

Initials: _____

Quote #:Q-28431

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 9/3/2024OFFICE REQUESTING: Public WorksCONTACT PERSON: Matt Gairani

PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Government Cooperative Purchasing FISCAL IMPACT: \$77,052.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW 2024 VERMEER SC70TX STUMP GRINDER WITH THE TRADE IN OF A 2006 VERMEER SC802 STUMP GRINDER FROM VERMEER MIDWEST IN AN AMOUNT NOT TO EXCEED \$77,052.00 FOR THE OFFICE OF PUBLIC WORKS.

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

Vendor Quote - Sourcwell Contract #031721-VRM

CONTRACTOR / VENDOR NAME: Vermeer Sales of Central ILVENDOR NO: OVER4800CONTRACT TERM: n/a

CONTRACT # _____

Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$77,052.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #s _____

☐ Low Bid☒ Other: SourcwellIs 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	094	110	WORK	24GO	1504	\$77,052.00
2						
3						
4						

FUNDS CHECK BY:

Date:

Wendy Schmitt
DIRECTOR / SUPERVISOR SIGNATUREDate: 8/20/24

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorize the purchase of a new 2024 Vermeer Stump Grinder with the trade in of a 2006 Vermeer Stump Grinder. Sourcwell Government Cooperative Purchasing.

SIGN OFF:

[Signature]
(Mayor's Signature)[Signature]
(Director of OBM)8/21/24

S:\Excel\Forms\Martin Equip. - John Deere 2024 Wheel Loader information supplied on this form is not confidential information.

Revised 5/26/04

2024-353

AN ORDINANCE AUTHORIZING SUPPLEMENT NO. 1 TO AN AGREEMENT WITH HANSON PROFESSIONAL SERVICES, INC. FOR CONSTRUCTION ENGINEERING FOR STANFORD AVENUE FROM 11TH STREET TO FOX BRIDGE ROAD, MFT SECTION #15-00467-02-PV, AND AUTHORIZING ADDITIONAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED \$151,641.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$648,891.00, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City Council previously approved Ordinance No. 020-10-22 authorizing the execution of agreement with, and payment in an amount not to exceed \$497,250.00, to Hanson Professional Services, Inc. for construction engineering services for the Stanford Avenue Extension Project from 11th Street to Fox Bridge Road (MFT section no. 15-00467-02-PV); and

WHEREAS, it is necessary to authorize supplement no. 1 to the agreement with Hanson Professional Services, Inc. for the Stanford Avenue Extension Project to provide oversight and engineering services for the remainder of the project; and

WHEREAS, it is necessary authorize additional expenditures in the amount of \$151,641.00, for a total amount not to exceed \$648,891.00 to Hanson Professional Services, Inc. to provide oversight and engineering services for the remainder of the project; and

WHEREAS, a copy of supplement no. 1 the agreement with Hanson Professional Services, Inc. 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 supplement no. 1 to an agreement with and Hanson Professional Services, Inc. for Stanford Avenue Expansion Project to provide oversight and engineering services for the remainder of the project in an amount of \$151,641.00, and for a total amount not to exceed \$648,891.00. 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 an additional payment to Hanson Professional Services, Inc. (0HAN1501) in the amount of \$151,641.00 from account number 041-110-GAST-STRS-2306, for a total amount not to exceed \$648,891.00 pursuant to the terms set forth in the agreement and supplement no. 1 to the agreement.

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

PASSED: _____, 2024

SIGNED: _____, 2024

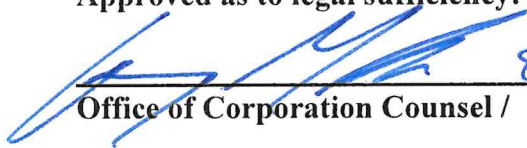
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 **Office of Corporation Counsel /** 8/28/24 **Date**



Local Public Agency
Engineering Services Agreement

Agreement Type

Supplement

Using Federal Funds? ☐ Yes ☒ No

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
City of Springfield	Sangamon	15-00467-02-PV	M-5146(094)
Project Number	Contact Name	Phone Number	Email
C-96-213-15	David Whitworth	(217) 789-8855	david.whitworth@springfield.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Stanford Avenue	FAU 7997	0.65	N/A
Location Termini			Add Location
11th Street to east of Fox Bridge Road			Remove Location

Project Description

Roadway construction to include storm sewer, curb and gutter, a bike path north of Stanford and a sidewalk south of Stanford. Other improvements include realignment of Fox Bridge with a new intersection at Stanford, entrance construction, retaining walls, and traffic signal improvements on the east leg of Stanford

Engineering Funding	☐ Federal	☒ MFT/TBP	☐ State	☐ Other
Anticipated Construction Funding	☐ Federal	☒ MFT/TBP	☐ State	☐ Other

AGREEMENT FOR

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Hanson Professional Services Inc.	Jeff Tatarek	(217) 747-9326	jtatarek@hanson-inc.com
Address	City	State	Zip Code
1525 South Sixth Street	Springfield	IL	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

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Springfield	Hanson Professional Services	Sangamon	15-00467-02-PV

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"> <tr> <td align="center" colspan="2">Top three consultants ranked for this project in order</td> </tr> <tr> <td>1</td> <td></td> </tr> <tr> <td>2</td> <td></td> </tr> <tr> <td>3</td> <td></td> </tr> </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).	☐	☐								



Illinois Department
of Transportation

2024 - 354

Local Public Agency	County	Section Number
City of Springfield	Sangamon	15-00467-02-PV
Prime Consultant (Firm) Name	Prepared By	Date
Hanson Professional Services Inc.	Jeff Tatarek	8/1/2024
Consultant / Subconsultant Name	Job Number	
	M-5146(094)	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

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PAYROLL ESCALATION TABLE

CONTRACT TERM	10 MONTHS	OVERHEAD RATE	164.40%
START DATE	8/1/2024	COMPLEXITY FACTOR	1
RAISE DATE	1/1/2025	% OF RAISE	2.00%
END DATE	5/31/2025		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	8/1/2024	1/1/2025	5	50.00%
1	1/2/2025	6/1/2025	5	51.00%

The total escalation = 1.00%

Local Public Agency	County	Section Number
City of Springfield	Sangamon	15-00467-02-PV
Consultant / Subconsultant Name		Job Number
		M-5146(094)

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$86.00	\$86.00
Engineer/Scientist VIII	\$82.34	\$83.16
Engineer/Scientist VII	\$77.08	\$77.85
Engineer/Scientist VI	\$65.15	\$65.80
Engineer/Scientist V	\$54.11	\$54.65
Engineer/Scientist IV	\$45.66	\$46.12
Engineer/Scientist III	\$39.99	\$40.39
Engineer/Scientist II	\$37.11	\$37.48
Engineer/Scientist I	\$34.18	\$34.52
Manager/Designer	\$53.19	\$53.72
Technician VII	\$47.08	\$47.55
Technician VI	\$44.40	\$44.84
Technician V	\$38.56	\$38.95
Technician IV	\$33.35	\$33.68
Technician III	\$27.82	\$28.10
Technician II	\$24.90	\$25.15
Technician I	\$22.21	\$22.43
Aide	\$21.00	\$21.21
Administrative VII	\$66.05	\$66.71
Administrative VI	\$43.62	\$44.06
Administrative V	\$36.03	\$36.39
Administrative IV	\$30.54	\$30.85
Administrative III	\$24.04	\$24.28
Administrative II	\$21.06	\$21.27
Administrative I	\$16.00	\$16.16

Local Public Agency
City of Springfield
Consultant / Subconsultant Name

County
Sangamon

Section Number
15-00467-02-PV
Job Number
M-5146(094)

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	1500	\$0.67	\$1,005.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$1,005.00

2024-354

M-5146(094)

BLR 05514 (Rev. 02/09/23)
COST EST

2024-354

Local Public Agency

City of Springfield

Consultant / Subconsultant Name

County

Sangamon

Section Number

15-00467-02-PV

Job Number

M-5146(094)

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Observation			Administration								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	0.0														
Engineer/Scientist VIII	83.16	0.0														
Engineer/Scientist VII	77.85	50.0	4.95%	3.85				50	100.00%	77.85						
Engineer/Scientist VI	65.80	0.0														
Engineer/Scientist V	54.65	0.0														
Engineer/Scientist IV	46.12	0.0														
Engineer/Scientist III	40.39	0.0														
Engineer/Scientist II	37.48	0.0														
Engineer/Scientist I	34.52	0.0														
Manager/Designer	53.72	0.0														
Technician VII	47.55	960.0	95.05%	45.20	960	100.00%	47.55									
Technician VI	44.84	0.0														
Technician V	38.95	0.0														
Technician IV	33.68	0.0														
Technician III	28.10	0.0														
Technician II	25.15	0.0														
Technician I	22.43	0.0														
Aide	21.21	0.0														
Administrative VII	66.71	0.0														
Administrative VI	44.06	0.0														
Administrative V	36.39	0.0														
Administrative IV	30.85	0.0														
Administrative III	24.28	0.0														
Administrative II	21.27	0.0														
Administrative I	16.16	0.0														
		0.0														
		0.0														
TOTALS		1010.0	100%	\$49.05	960.0	100.00%	\$47.55	50.0	100%	\$77.85	0.0	0%	\$0.00	0.0	0%	\$0.00

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-36

DATE OF 1ST READING: 9-3-24

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: professional services

FISCAL IMPACT: \$ 151,641.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF SUPPLEMENT #1 TO AN AGREEMENT WITH HANSON PROFESSIONAL SERVICES, INC. FOR CONSTRUCTION ENGINEERING FOR STANFORD AVENUE FROM 11TH STREET TO FOX BRIDGE ROAD (MFT SECTION 15-00467-02-PV) FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: Hanson Professional Services, Inc.

VENDOR NO: 0HAN1501

CONTRACT TERM:

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$497,258.00

1

\$ 151,641.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

020-01-22

☐ 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 \$ 151,641.00
2					
3					
4					

COMMENTS

This ordinance supplements Hanson Professional Services' agreement to provide construction engineering services for Stanford Avenue from 11th Street to Fox Bridge Road, to provide oversight and engineering services for the remainder of the project.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S:\Excel\Forms\24-36 Ord Hanson, CE Supt, Stanford Ave Information supplied on this form is not confidential information.

Revised 5/26/04

2024-354

A SUPPLEMENTAL RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$151,641.00 MAY BE USED FOR CONSTRUCTION SERVICES FOR CONSTRUCTION OF THE STANFORD AVENUE EXTENSION PROJECT FROM 11TH STREET TO FOX BRIDGE ROAD, MFT SECTION 15-00467-02-PV, 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 amount of \$151,641.00 for supplemental construction engineering services for the Stanford Avenue extension from 11th Street to Fox Bridge Road project, MFT Section #15-00467-02-PV; 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 improvements will be made on Stanford Avenue from 11th Street to Fox Bridge Road under the Illinois Highway Code.

Section 2: That the proposed improvement is to be designated as City Section MFT 15-00467-02-PV.

Section 3: That the City anticipates using \$151,641.00 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 / Date

8/29/24



Request for Expenditure/Authorization of Motor Fuel Tax Funds



Local Public Agency	Type	County	Section Number
Springfield	City	Sangamon	15-00467-02-PV

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	\$151,641.00	
Engineering Investigations		
IMRF/Social Security		n/a
Maintenance		
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
TOTAL	\$151,641.00	

Comments

CE Stanford Avenue (11th-Fox Bridge), Supplemental #1

Local Public Agency Official	Date
	
Title	
Director of Public Works	16 Aug 24
Approved	
Regional Engineer	Date
Department of Transportation	

Department of Transportation Use	
Entered By	Date

Printed 08/16/24
2024-355



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Supplemental

Resolution Number

Section Number

15-00467-02-PV

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Springfield, Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Stanford Avenue	0.824	FAU 7997	11th Street	Fox Bridge Rd

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction engineering services for roadway excavation and grading, full depth HMA pavement, mill and overlay in the Eleventh Street intersection, curb and gutter, adjustment of curb inlets, new sidewalks and bike path, sidewalks with curb ramps, driveway entrances, drainage structures, storm sewer, erosion control items, utility relocation (by others), traffic signals at Eleventh Street, and pavement markings.

2. That there is hereby appropriated the sum of Four hundred ninety-seven thousand two hundred fifty-eight and 00/100

Dollars (\$151,641.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Frank Lesko

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Springfield, in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Springfield,

at a meeting held on

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year .

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-37
DATE OF 1ST READING: 9-3-24

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

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

TYPE OF ORDINANCE: Motor Fuel Tax Resolution 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, MFT SECTION NO. 15-00467-02-PV (STANFORD AVENUE FROM 11TH STREET TO FOX BRIDGE ROAD) 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:
CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☐

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

Method of Purchase (check one) Previous Ord #s

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY: Date:
DIRECTOR / SUPERVISOR SIGNATURE Date: 16 Aug 24
CITY PURCHASING AGENT: Date:

COMMENTS

This supplemental resolution outlines to IDOT that the City may spend \$151,641.00 from Motor Fuel Tax funds to pay for the supplemental construction engineering services for the project.

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

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW 2025
INTERNATIONAL TANDEM AXLE DUMP TRUCK FROM RUSH TRUCK
CENTERS OF ILLINOIS IN AN AMOUNT NOT TO EXCEED \$205,308.00, FOR
THE OFFICE OF PUBIC WORKS**

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

WHEREAS, the Public Works department desires to purchase a new 2025 International Tandem Axle Dump Truck from Rush Truck Centers of Illinois; and

WHEREAS, Rush Truck Centers of Illinois is willing to provide a new 2025 International Tandem Axle Dump Truck in an amount not to exceed \$205,308.00; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that this purchase is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.50 (3) as this is a joint purchase under Sourcewell Contract 060920-nvs; and

WHEREAS, pursuant to the above determination, the City Purchasing Agent recommends purchase of a new 2025 International Tandem Axle Dump Truck in an amount not to exceed \$205,308.00; and

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

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

Section 1: That the City Council hereby authorizes the purchase of a new 2025 International Tandem Axle Dump Truck in an amount not to exceed \$205,308.00 for the Office of Public Works. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Rush Truck Centers of Illinois (VC*3752) in an amount not to exceed \$205,308.00 from account 094-110-WORK-24GO-1503.

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



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

MEMORANDUM

TO: Matt Gairani

FROM: Anthony Quinones – Central Purchasing

DATE: August 28, 2024

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to Rush Truck Centers of Illinois for the purchase of new 2024 2025 International Tandem Axle Dump Truck in an amount not to exceed \$205,308.00 for the Office of Public Works.

The Sourcewell Contract Number is 060920-NVS.
Rush Truck Centers of Illinois is an authorized dealer.

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



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Springfield	610394
Contact:	Joe Catalano	Chris Wilson
Address:	301 N. 7th Street	
City/State/Zip:	springfield, IL. 62702	
Phone:	217-789-2246	
Email:	Joe.Catalano@springfield.il.us	

Proposal Number	22712
Date	8/27/2025
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	1

Chassis		
New 2025 International HV507 6x4 Chassis		\$ 170,519.00
Base Chassis List	\$ 121,554.00	
Options List	\$ 48,965.00	
Sourcewell Contract Discount	31.0%	\$ (52,932.55)
Volume Incentive		\$ -
Material Price Increases		\$ -
Net Sourcewell Chassis Price		\$ 117,586.45
Sourcewell Partner Body		
		\$ 87,068.29
		\$ -
Handling Fee	0.75%	\$ 653.01
Non-Sourcewell Dealer Supplied Body		
		\$ -
		\$ -
Handling Fee	5.00%	\$ -
Additional Post Build Work		
		\$ -
		\$ -
		\$ -
Handling Fee	5.00%	\$ -
Service Contracts		
		\$ -
		\$ -
		\$ -
Additional Freight		
		\$ -
		\$ -
Additional Floorplan		
		\$ -
		\$ -
Additional Fees & Taxes		
		\$ -
		\$ -
		\$ -
Final Sourcewell Per Vehicle Price FOB Springfield, Illinois		\$ 205,307.76
Final Sourcewell Total Vehicle(s) Price		\$ 205,307.76

<i>Additional Sourcewell Qualified Content</i>	
Customer Parts Credit - Fleet Charge only	\$200
A26 Incremental Parts Credit - Fleet Charge only	\$200
Silver Package Award	\$1,200

Terms:	Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above. Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.
--------	--

2024-356



DNE Truck Equipment, Inc.

21395 Cumberland rd

Hettick, IL 62649 US

dnetruck1@gmail.com

Estimate

ADDRESS

Rush International
Rush truck centers

ESTIMATE # 1085

DATE 08/08/2024

DATE	ACTIVITY	DESCRIPTION	QTY
08/08/2024	Sales	BIBEAU STAINLESS DUMP BODY- 13X42X48	
	fee	LABOR	1
	Sales	LIGHTS, LIGHTBAR AND STROBES	
	Sales	HYDRAULICS, HOSES, PTO, PUMP, OIL AND CONTROLS, HOSES RAN TO THE FRONT AND THE REAR	
	Sales	BUYERS UNDER TAILGATE SPREADER	
	Fee - Shipping	Shipping Charges	1
	Sales	BUYERS 10X42 FULL TRIP PLOW, QUICK LINK HITCH ASSY, QUICK LINK SWIVEL BAR	
	Sales	REAR HITCH W/ 50T PINTLE HOOK AND (2) 7-WAY PLUGS	
SUBTOTAL			87,068.29
TAX			0.00
TOTAL			\$87,068.29

Accepted By

Accepted Date

2024-356



HV507 SFA

Sales Proposal For:

City of Springfield

Presented By:

RUSH TRUCK CENTERS

Prepared For:
City of Springfield
Joe Catalano
300 S 7th St.
Springfield, IL 62701-1613
(217)789 - 2323
Reference ID: N/A

Presented By:
RUSH TRUCK CENTERS
Christopher S Wilson
3441 Gatlin Road
Springfield IL 62707 -
(217)718-2220

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2025 HV507 SFA (HV507)

AXLE CONFIG:	6X4
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 56000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 22.30% / 2.15% @ 55 MPH Calc. Geared Speed: 67.1 MPH
DIMENSION:	Wheelbase: 183.00, CA: 108.00, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DER} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends Gear Ratio: 6.14
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV50700	Base Chassis, Model HV507 SFA with 183.00 Wheelbase, 108.00 CA, and 63.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WGB	WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3708	SHOCK ABSORBERS, FRONT
3770	SPRINGS, FRONT AUXILIARY Rubber
3ACR	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 18,000-lb Capacity, Less Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

<u>Code</u>	<u>Description</u>
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke, 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8ACE	BEACON LIGHT WIRING for (2) Customer Installed Beacons, Includes 2-Way Switch
8GXE	ALTERNATOR {Leece-Neville AVI160P2012} Brush Type, 12 Volt, 190 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MSH	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (4) 12-Volt 2640CCA Total, Top Threaded Stud
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness

<u>Code</u>	<u>Description</u>
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8TNP	AUXILIARY HARNESS 5.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD 12V, Remote Mounted
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNZ	HEADLIGHTS Halogen, with Daytime Running Lights
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u>
	: PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

<u>Code</u>	<u>Description</u>
10BAE	LABEL, DEF "DEF ONLY"
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10XBU	SPECIAL RATING, GVWR Limited to 68,000-lb GVWR
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12EYX	ENGINE, DIESEL {Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type
13WDZ	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

<u>Code</u>	<u>Description</u>
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14GVR	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DER} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends . Gear Ratio: 6.14
14UMW	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WBV	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer
	<u>Includes</u>
	: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNM	MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

<u>Code</u>	<u>Description</u>
	<u>Notes</u>
	: Mirror Dimensions are Rounded to the Nearest 0.5"
16VCC	SEAT BELT All Orange; 1 to 3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u>
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
	: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted
	: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XCW	CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side
16XJN	INSTRUMENT PANEL Flat Panel
16XWJ	WINDSHIELD WIPER BLADES Winter Type
16XXC	COWL TRAY LID
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
29PBA	PAINT IDENTITY, FRONT WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint
29PBB	PAINT IDENTITY, REAR WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7372135432	(8) TIRE, REAR 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
7792545437	(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

9-3-2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: 217.789.2255

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

TYPE OF ORDINANCE: Joint Purchase FISCAL IMPACT: \$205,308.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2025 INTERNATIONAL TANDEM AXLE DUMP TRUCK FROM RUSH TRUCK CENTERS OF ILLINOIS, INC. IN AN AMOUNT NOT TO EXCEED \$205,308.00 UNDER SOURCEWELL CONTRACT # 060920-NVS FOR THE OFFICE OF PUBLIC WORKS.

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

Quote -Sourcewell

Contract# 060920-NVS

CONTRACTOR / VENDOR NAME: RUSH TRUCK CENTERS OF ILLINOIS

VENDOR NO: VC0000003752

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: Joint Purchase

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision: 38-50 (3)

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	094	110	WORK	24GO	1503	\$ 205,308.00
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date: 08-27-2024

CITY PURCHASING AGENT:

Date: 8/28/2024

COMMENTS

This ordinance is for the purchase of a 2025 tandem axle dump truck utilizing Sourcewell contract pricing.

Rush truck Centers of Illinois is the authorized dealer.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW 2024 JOHN DEERE 544 P WHEEL LOADER WITH A TRADE-IN OF A 2008 KOMATSU WHEEL LOADER FROM MARTIN EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$220,450.00, FOR THE OFFICE OF PUBIC WORKS

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

WHEREAS, the Public Works department desires to purchase a new 2024 John Deere 544 P Wheel Loader; and

WHEREAS, Martin Equipment is willing to provide a new 2024 John Deere 544 P Wheel Loader with a trade-in of a 2008 Komatsu Wheel Loader in an amount not to exceed \$220,450.00; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that this purchase is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.50 (3) as this is a joint purchase under Sourcewell Contract 011723-JDC; and

WHEREAS, pursuant to the above determination, the City Purchasing Agent recommends purchase of a new 2024 John Deere 544 P Wheel Loader with a trade-in of a 2008 Komatsu Wheel Loader in an amount not to exceed \$220,450.00; and

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

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

Section 1: That the City Council hereby authorizes the purchase of a new 2024 John Deere 544 P Wheel Loader with a trade-in of a 2008 Komatsu Wheel Loader in an amount not to exceed \$220,450.00 for the Office of Public Works. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Martin Equipment (0MAR5950) in an amount not to exceed \$220,450.00 from account 094-110-WORK-24GO-1504.

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

PASSED: _____, 2024

SIGNED: _____, 2024

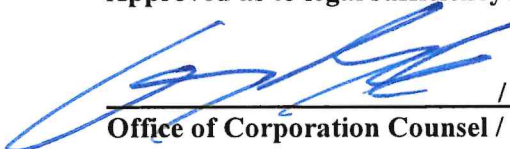
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 / 8/29/24

Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Matt Gairani

FROM: Anthony Quinones – Central Purchasing

DATE: August 23, 2024

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to Martin Equipment for the purchase of new 2024 John Deere 544 P Wheel Loader with a trade-in of a 2008 Komatsu Wheel Loader in an amount not to exceed \$220,450.00 for the Office of Public Works.

The Sourcewell Contract Number is 011723-JDC.

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



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

Quote Issued To: CITY OF SPRINGFIELD DEPT OF PUBLIC WORKS
STREET, SEWER, TRAFFIC
SPRINGFIELD IL 62702
2177892255
Quote Issued By: Adam Paul, Adam Reeter 309-965-2502

QUOTATION

Quote #: 1005672
Issue Date: 8/22/2024
Expire Date: 9/27/2024
FOB: Springfield

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	Quoted Sale Price
76414	2024	JOHN DEERE	544 P	1DW544PALRLX23650	6	\$245,450.00

Description

STANDARD LOADER
REARCAMERA SECONDARY DISPLAY
LEFT AND RIGHT SIDE STEPS
JDLINK
SMARTWEIGH READY + TRIAL
JD POWERTECH PVS 6.8L FT4/EU
FULL COV. FRONT REAR FENDERS
REAR COUNTERWEIGHT & R.HITCH
JOYSTICK CONTROLS
THREE FUNCTION HYDRAULICS
HYDRAULIC COUPLER JRB 416
20.5R25 L3 1* W/3PC
AXLE OIL COOLING AND FILTER
ENGINE EXHAUST W/CHROMESTACK
HEATED AND POWERED MIRRORS
COLD WEATHER PACKAGE
DEBRIS PACKAGE
MAINTENANCE&SERVICE PACKAGE



MARTINEQUIPMENT.COM

2024-357



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

Description

GUARDS TRANSMISSION & BOTTOM

Factory Bucket Removed and TRM 4n1 Coupler Bucket Added

TRADE ALLOWANCES

TIV #	Year	Make	Model	Serial #	Hours	Trade Allowance
000926	2008	KOMATSU	WA250	75129	16710.00	
Total Trade Allowance:						\$25,000.00

NOTES

5 Year or 2,500 Total Machine Hour Martin Max Maintenance & Repair Agreement = \$13,300.00 (not included in the bottom line Sale Price on this Quote, but is reflected on the Purchase Order)

This is a 1 time fee charged at the time of sale to pre-pay for this tractors OEM recommended maintenance & normal repairs over the next 5 years. If a balance remains in this account at the end of the term, the City of Springfield will receive the surplus funds in the form of a Credit to their account. If during the next 5 years more maintenance & normal repairs exceed the above stated amount, Martin Equipment will absorb those costs.

QUOTE SUMMARY

Total Sale price: \$245,450.00
Total Trade Allowance: \$25,000.00

Subtotal: \$220,450.00

Sales Tax: \$0.00

Rent Applied: \$0.00

Cash with Order: \$0.00

Document Fee: \$0.00

TOTAL: \$220,450.00

Acceptance Signature: _____

Date: _____

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



MARTINEQUIPMENT.COM

2024-357



Customer Purchase Agreement/Commitment to Lease for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment - US ("Purchase Agreement")

JOHN DEERE

PURCHASER/LESSEE ("PURCHASER") NAME AND ADDRESS ("First Signer")			
NAME (First, Middle, Last or Business Entity) CITY OF SPRINGFIELD DEPT OF PUBLIC WORKS			
STREET or RR STREET, SEWER, TRAFFIC			
CITY SPRINGFIELD	STATE IL	ZIP CODE 62702	COUNTY SANGAMON
PHONE NUMBER 2177892255		EMAIL ADDRESS JUDY.ARMSTRONG@S PRINGFIELD.IL.US	
PURCHASER/LESSEE (ALSO "PURCHASER") NAME AND ADDRESS ("Second Signer")			
NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER		EMAIL ADDRESS	

DEALER NAME AND ADDRESS			
DEALER NAME Martin Equipment		Dealer Account No.: CE 178537	
STREET or RR 2384 J. David Jones Parkway			
CITY Springfield	STATE IL	ZIP CODE 62707	Date of Order: 7/29/2024 12:00 AM
Dealer Order No.:		TYPE OF SALE: Cash	
PURCHASER TYPE: Local Government (5)		MARKET USE CODE: Highways & Streets (49)	
Add purchaser to Mailing List (Check One or More) ☐ Construction ☐ CCE ☐ Utility ☐ Forestry ☒ Government			
PURCHASER IS: ☒ Business ☐ Individual		Purchaser Acct.: 206228	
☐ SOCIAL SECURITY		☐ IRS TAX ID NO	☐ EIN
NO.:			

EXTENDED WARRANTY PURCHASED: ☒ Yes ☐ No _____ (Purchaser Initials)		LOCATION OF FIRST WORKING USE: County Sangamon City Springfield		STATE IL	COUNTY CODE IL167			
JOHN DEERE PROTECT™ SERVICE PLAN PURCHASED		☒ Yes ☐ No _____ (Purchaser Initials)						
QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	☒	☐	☐	☐	76414 JOHN DEERE 544 P		1DW544PALRLX23650	\$245,450.00
	☐	☐	☐	☐	77621 GEM MULTI PURPOSE LOADER COUPLER BUCKET		0524-23583-1/1	
	☐	☐	☐	☐	60 MONTH OR 2,500 HOUR FULL COMPREHENSIVE WARRANTY			
	☐	☐	☐	☐				
	☐	☐	☐	☐	SOURCEWELL MEMBER #34550			
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				
							(1) TOTAL CASH PRICE	\$245,450.00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT
1	2008 KOMATSU WA250	16710.00	75129	\$25,000.00

NOTE
5 Year or 2,500 Total Machine Hour Martin Max Maintenance & Repair Agreement = \$13,300.00
This is a 1 time fee charged at the time of sale to pre-pay for this tractors OEM recommended maintenance & normal repairs over the next 5 years. If a balance remains in this account at the end of the term, the City of Springfield will receive the surplus funds in the form of a Credit to their account. If during the next 5 years more maintenance & normal repairs exceed the above stated amount, Martin Equipment will absorb those costs.



Customer Purchase Agreement/Commitment to Lease for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment - US ("Purchase Agreement")

JOHN DEERE

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

(2) TOTAL TRADE-IN ALLOWANCE		\$25,000.00
(3) BALANCE (1-2)		\$220,450.00
(4) SALES TAX	RATE 0 %	\$0.00
(5) DOCUMENT FEE		\$0.00
(6) SUBTOTAL (3 & 4 & 5)		\$220,450.00
(7) MARTIN MAX MAINT & SERV		\$13,300.00
(8) CASH WITH ORDER		\$0.00
(9) BALANCE DUE (6-(7 & 8))		\$ 233,750.00



Customer Purchase Agreement/Commitment to Lease for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment - US ("Purchase Agreement")

JOHN DEERE

USE OF INFORMATION/PRIVACY NOTICE (U.S.)

I understand that John Deere Construction & Forestry Company and its parent and their affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their Equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY:When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <https://www.deere.com/en/privacy-and-data/privacy-statements/>.

IMPORTANT WARRANTY NOTICE:The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement.

PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned Purchaser(s) hereby order(s) the Equipment and/or other product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The Total Cash Price (line 1) shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Agreement.

Purchaser acknowledges the Purchaser has received a copy of the current Standard Warranty, and understands its terms and conditions (Purchaser Initials) _____.

Purchaser (First Signer) CITY OF SPRINGFIELD DEPT OF PUBLIC WORKS

Signature

Date

Purchaser (Second Signer)

Signature

Date

Dealer Representative Adam Reeter

Signature

Date

Salesperson Adam Paul

Signature

Date

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature:
--------------------------	--------------------------------------	----------------------

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 9/3/2024OFFICE REQUESTING: Public WorksCONTACT PERSON: Matt Gairani

PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Government Cooperative Purchasing FISCAL IMPACT: \$220,450.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW 2024 JOHN DEERE 544 P WHEEL LOADER AND A TRADE IN OF A 2008 KOMATSU WHEEL LOADER FROM MARTIN EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$220,450.00 FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: Martin EquipmentVENDOR NO: OMAR5950CONTRACT TERM: n/a

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #s _____

☐ Low Bid☒ Other: SourcewellIs 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	094	110	WORK	24GO	1504	\$220,450.00
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: 8/23/24

CITY PURCHASING AGENT: _____

Date: 8/23/24

COMMENTS

This ordinance will authorize the purchase of a new 2024 John Deere Wheel Loader with the trade in of a 2008 Komatsu Wheel Loader. Sourcewell Government Cooperative Purchasing.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

S:\Excel\Forms\Martin Equip. - John Deere 2024 Wheel Loader Information supplied on this form is not confidential information.

Revised 5/26/04

2024-357

**AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE
LOCATED AT 1500 E. NORTH GRAND AVENUE, BETWEEN THE CITY
OF SPRINGFIELD AND ILLINOIS & MIDLAND RAILROAD, INC., IN THE
AMOUNT NOT TO EXCEED \$450,000.00, RELATING TO THE
SPRINGFIELD RAIL IMPROVEMENT PROJECT, USABLE SEGMENT 6A,
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, Illinois & Midland Railroad, Inc. own real estate located at 1500 E. North Grand Avenue in Sangamon County; and

WHEREAS, the City of Springfield, through the Office of Public Works, desires to purchase said real estate in the amount of \$450,000.00 for public purposes specifically associated with the Springfield Rail Improvement Project, Usable Segment 6A, and as summarized on the Transaction Summary attached as Exhibit A; and

WHEREAS, the purchase price is \$425,000.00 for the parcel and estimated closing costs of \$25,000.00; and

WHEREAS, it is necessary to authorize \$450,000.00 for purchase of real estate located at 1500 E. North Grand Avenue in compliance with the federal Uniform Relocation Act; and

WHEREAS, a copy of the necessary documents for purchase of the property 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 a contract with Illinois & Midland Railroad, Inc. for purchase of real estate located at 1500 E. North Grand Avenue, for an amount not to exceed \$450,000.00, for public purposes specifically associated with the Springfield Rail Improvement Project, Usable Segment 6A. A copy of the Contract for Purchase shall be on file in the Office of the City Clerk.

Section 2: That after passage the Mayor and City Clerk are hereby authorized and directed to execute any documents on behalf of the City which may be necessary to complete the purchase of the property approved by this ordinance, provided that other terms and conditions of the purchase contract are fulfilled as summarized on attached Exhibit A.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment of \$450,000.00 to Chicago Title Company (VC*689) for purchase and closing costs of real property located at 1500 E. North Grand Avenue from account number 041-110-GAST-STRS-2301 in accordance with the purchase documents located in the Office of the City Clerk.

Section 4: That this ordinance shall become effective upon its passage and recording by the City Clerk.

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

 8/28/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

**Transaction Summary
for
Supporting Ordinance Documentation / Relocation
(1500 E. North Grand Avenue - Illinois & Midland Railroad, Inc.)**

Who we are purchasing the property from?

Illinois & Midland Railroad, Inc.

Who is purchasing property?

The City of Springfield.

Reason for acquisition:

Springfield Rail Improvement Project Usable Segment 6A.

What is being acquired?

SR0029 – 119,399.31 square feet of land in fee.

SR0029PE – 4,517.22 square feet of land as a permanent easement

SR0029TE-1, TE-2, TE-3 – 53,113.93 square feet of land as temporary construction easements

SR0326 – 3,749 square feet of land as fee

How it will be acquired (i.e. fee simple)?

Fee simple, Permanent Easement, and Temporary Construction Easement.

Source of funding:

City of Springfield

Appraisal amount:

\$171,709.00

Purchase price:

\$425,000.00. To be requested by separate ordinance.

Closing Costs:

\$25,000.00. To be requested by separate ordinance.

Reason for purchase amount if above appraised value:

Administrative Documentation to be provided by separate ordinance.

Relocation amount with estimate breakdown:

\$25,000.00. See attached Relocation Cost Estimate.

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING:24-38
9/3/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 450,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND ILLINOIS & MIDLAND RAILROAD, INC., IN AN AMOUNT NOT TO EXCEED \$450,000.00.

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

transaction summary

administrative documentation

settlement agreement (draft)

closing cost estimate

CONTRACTOR / VENDOR NAME: Illinois & Midland Railroad, Inc.

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$425,000.00

(Original amount if change order)

Change Order #

\$25,000.00

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	\$ 450,000.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for the purchase of right-of-way located at 1500 E. North Grand Avenue. Closing to be held at Chicago Title. Purchase price of \$425,000.00 for the parcel and an estimated closing cost of \$25,000.00 with the unused portion of the payment to be refunded to the City of Springfield. The purchase of said real estate is for public purposes, specifically associated with the Springfield Rail Improvements Projects, Usable Segment 6A.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF DCEO GRANT NO. 22-203609 FROM THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, IN THE AMOUNT OF \$500,000.00, TO BE USED FOR INFRASTRUCTURE IMPROVEMENTS TO WHEELER AVENUE FROM ADAMS STREET TO COOK STREET, LOCATED IN WARD 3 AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$500,000.00, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity has approved DCEO Grant No. 22-203609, in the amount of \$500,000.00 for infrastructure improvements to Wheeler Avenue from Adams Street to Cook Street located in Ward 3; and

WHEREAS, it is in the best interest of the City of Springfield to accept this DCEO Grant from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Office of Public Works is requesting a supplemental appropriation in the amount of \$500,000.00; and

WHEREAS, a copy of the DCEO Grant No. 22-203609 shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby accepts the DCEO Grant No. 22-203609, in the amount of \$500,000.00, from the Illinois Department of Commerce and Economic Opportunity to be used for infrastructure improvements to Wheeler Avenue from Adams Street to Cook Street. The Mayor and the City Clerk are hereby authorized to execute any documents needed on behalf of the City of Springfield, Illinois.

Section 2: That the City Council hereby approves a supplemental appropriation in the amount of \$500,000.00 for the Office of Public Works.

Section 3: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
095-110-WORK-INFR-2307	\$500,000.00
INTO EXPENDITURE ACCOUNTS	AMOUNTS
095-110-WORK-WHLR-1845	\$500,000.00

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

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

 **8/28/24**

Office of Corporation Counsel / Date



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Springfield**

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

CITY OF SPRINGFIELD

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Misty A Buscher

Printed Title: Mayor

Email: misty.buscher@springfield.il.us

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

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **09/01/2024** and expires on **08/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$500,000.00**, of which **\$0.00** 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 Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758 and the CSFA Name is Site Improvements. If applicable, the State Award Identification Number (SAIN) is 1758-53328.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **VBD7LLHA3MJ3** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **376002037** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	☐ P = partnership
☒ Governmental Unit	☐ C = corporation
☐ Estate or Trust	

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

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

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used

only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

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

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

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

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

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

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

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

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

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee 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 2 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(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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

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

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

ARTICLE VIII LOBBYING

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

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

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

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

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

ARTICLE IX **MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

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

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

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

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including 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. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X **FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D, PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO, PART THREE, or Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than 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) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

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

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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 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, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

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

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 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 Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

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

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit D within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the City of Springfield in Sangamon County.

Grant funds will be utilized for a portion of the costs, including any that are prior incurred, associated with infrastructure improvements to Wheeler Avenue from Adams Street to Cook Street located in Ward 3 of the City of Springfield. This section of roadway is failing "oil and chip" and will be replaced with asphalt. Grant funds will be used to purchase and install road base, asphalt binder, curbs, and gutters. Grant funds will also be used to remove and replace sidewalk and curb ramps. All other costs associated with the completion of the project will be paid via the use of other funding sources.

Specifically, Grant funds will include a portion of the "*Paving/Concrete/Masonry*" costs associated with the purchase and installation of bondable items such as: base materials, asphalt, binders, concrete, and all other related items.

The completion of this project will benefit the public by providing improved roadway and walkway surfaces for residents and regular users. Updated travel ways will increase user safety, minimize vehicular wear, and reduce the impact of weather on the surfaces.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Misty A Buscher
Title: Mayor
Address: 300 S 7TH ST
Springfield, IL 62701-1613

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Charles Apgar
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-785-9980
TTY#: (800) 785-6055
Email: Charles.Apgar@Illinois.gov
Address:

GRANTEE CONTACT

Name: Nathan Bottom
Title: Chief City Engineer
Address: 300 S 7TH ST
Springfield, IL 62701-1613
Phone: 217-789-2255
TTY#: N/A
Email: nathan.bottom@springfield.il.us
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: James Kanter
Email: james.f.kanter@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. **Restrictions on Line Item Transfers.** Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. **Grantee Representations and Warranties.** In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) Protection of Personal Information. The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

October 2024

- Quarterly Periodic Financial Report (10/30/2024) - Covering Period of 09/01/2024 - 09/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2024) - Covering Period of 09/01/2024 - 09/30/2024; Send To: Grant Manager

January 2025

- Quarterly Periodic Financial Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager

April 2025

- Quarterly Periodic Financial Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager

July 2025

- Quarterly Periodic Financial Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

- Quarterly Periodic Financial Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

- Quarterly Periodic Financial Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

- Quarterly Periodic Financial Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

September 2026

- Quarterly Periodic Financial Report (09/30/2026) - Covering Period of 07/01/2026 - 08/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (09/30/2026) - Covering Period of 07/01/2026 - 08/31/2026; Send To: Grant Manager

October 2026

- End of grant Closeout Financial Report (10/15/2026) - Covering Period of 09/01/2024 - 08/31/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (10/15/2026) - Covering Period of 09/01/2024 - 08/31/2026; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____ Illinois State Historic Preservation Office	_____	_____
_____ Illinois Dept. of Agriculture	_____	_____
_____ Illinois Dept. of Natural Resources	_____	_____
_____ Illinois Environmental Protection Agency	_____	_____
<u> X </u> NONE APPLICABLE		

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) **External Sign-Off Provisions:**

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

**ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS**

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

State of Illinois

UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity		State FY:	2025
Grantee:	City of Springfield		DUNS Number:	25955852
NOFO Number:		CSFA Number:	Grant Number:	22-203609
CSFA Description:				

Section A: State of Illinois Funds

Revenues

Summary

Detail

State of Illinois Grant Amount Requested

\$500,000.00

Budget Expenditure Categories

1. Personnel (200.430)
2. Fringe Benefits (200.431)
3. Travel (200.474)
4. Equipment (200.439)
5. Supplies (200.94)
6. Contractual/Subawards (200.318 and .92)
7. Consultant (200.459)
8. Construction
- 1219 PAVING/CONCRETE/MASONRY
9. Occupancy (200.465)
10. Research and Development (200.87)
11. Telecommunications
12. Training and Education (200.472)
13. Direct Administrative Costs (200.413)
14. Miscellaneous Costs
15. Grant Exclusive Line Item(s)
16. Total Direct Costs (add lines 1-15)
17. Total Indirect Costs (200.414)
- Rate: %
- Base:
18. Total Costs State Grant Funds (Lines 16 and 17)
- \$500,000.00
- \$500,000.00

Grantee: City of Springfield

NOFO Number: 0

Grant Number: 22-203609

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: _____

Institution/Organization: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Date: _____

Date: _____

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.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING: 09/03/2024

OFFICE REQUESTING: Office of Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Grant Award

FISCAL IMPACT: \$ 500,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION AND SUPPLEMENTAL APPROPRIATION OF DCEO GRANT # 22-203609 FROM THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$500,000.00 FOR THE OFFICE OF PUBLIC WORKS,

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

Grant Award

DCEO Grant # 22-203609

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO:

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$500,000

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Other: _____

Previous Ord #'s _____

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	095	110	WORK	INFR	1845 \$ 500,000.00
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	WHLR	2307 \$500,000.00
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorize the acceptance and execution of DCEO Grant #22-203609 to be used for infrastructure improvements to Wheeler Ave. from Adams St. to Cook St. Located in Ward 3.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING A DECREASE IN THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR STARSHIP PARTNERS, INC., D/B/A STARSHIP BILLIARDS PARLOR LOCATED AT 2301 STEVENSON DRIVE

WHEREAS, Starship Partners, Inc., d/b/a Starship Billiards Parlor currently holds a Class "D" liquor license located at 2301 Stevenson Drive; and

WHEREAS, the business has closed; and

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

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

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

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

PASSED: _____, 2024

SIGNED: _____, 2024

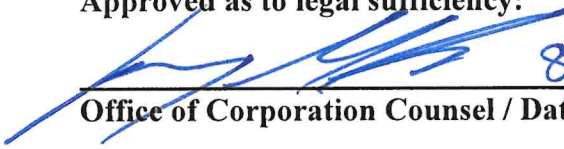
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 8/29/24
Office of Corporation Counsel / Date

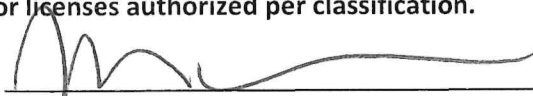
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
9/3/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Starship Partners, Inc., d/b/a Starship Billiards Parlor		
LOCATION:	2301 Stevenson Dr.		
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	Business Closed		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	1:00 a.m.
D	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.
	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

GEM

Date

**AN ORDINANCE AUTHORIZING A DECREASE IN THE NUMBER OF
CLASS "D" LIQUOR LICENSES BY ONE FOR HOA RESTAURANT
HOLDER, LLC D/B/A HOOTERS OF SPRINGFIELD LOCATED AT 3241
HORIZON DRIVE**

WHEREAS, HOA Restaurant Holder, LLC d/b/a Hooters of Springfield currently holds a Class "D" liquor license located at 3241 Horizon Drive; and

WHEREAS, the business has closed; and

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

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

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

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

PASSED: _____, 2024

SIGNED: _____, 2024

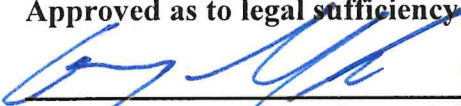
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 8/29/24
Office of Corporation Counsel / Date

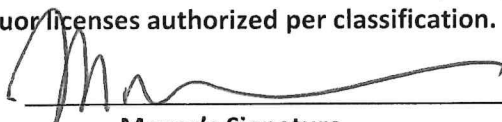
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
9/3/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	HOA Restaurant Holder, LLC d/b/a Hooters of Springfield		
LOCATION:	3241 Horizon Dr.		
EMERGENCY PASSAGE: (Please check one)	☒ YES	☒ X	☐ NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Business Closed		

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	D	In conjunction with restaurant	1:00 a.m.
	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 TO INCREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR DE LOS ALTOS RESTAURANT GROUP, LLC D/B/A RAMONA TACO AND TEQUILA LOCATED AT 4403 YUCAN DRIVE

WHEREAS, De Los Altos Restaurant Group LLC has applied for a Class "D" liquor license for the business known as Ramona Taco and Tequila located at 4403 Yucan Drive; 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 "D" liquor licenses by one for De Los Altos Restaurant Group, LLC d/b/a Ramona Taco and Tequila located at 4403 Yucan Drive.

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:

 8/29/24

Office of Corporation Counsel / Date

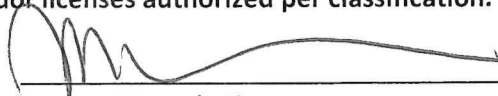
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
9/3/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	De Los Altos Restaurant Group LLC, d/b/a Ramona Taco and Tequila		
LOCATION:	4403 Yucan Drive		
EMERGENCY PASSAGE: (Please check one)	☒ YES	☒ X	☐ NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Restaurant wanting to sell alcohol for onsite consumption		

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.
I	D	In conjunction with restaurant	1:00 a.m.
	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

GEM

8/29/24

Date

AN ORDINANCE AUTHORIZING PAYMENT IN THE AMOUNT OF \$57,056.88 TO BOADU ADOMAKO, A CURRENT CITY OF SPRINGFIELD FIREFIGHTER FOR SETTLEMENT OF A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 23-WC-008752

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, Boadu Adomako, a City of Springfield Firefighter, hired April 8, 2013, reported work-related injury on April 2, 2022; and

WHEREAS, Boadu Adomako filed a workers' compensation claim for his injury, case number 23-WC-008752; and

WHEREAS, Boadu Adomako is willing to settle his workers' compensation claim in the amount of \$57,056.88 representing a permanent partial disability equivalent to 12.5% man as a whole; and

WHEREAS, Livingstone, Mueller, Bima and Davlin, P.C., the City's legal advisors, have recommended that settlement of Boadu Adomako's workers' compensation claim for case 23-WC-008752 in the amount of \$57,056.88 would be in the best interest of the City financially.

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

Section 1: That the City Council hereby authorizes full and final settlement in the amount of \$57,056.88 to Boadu Adomako, a Firefighter with the Springfield Fire Department, for his workers' compensation claim for case number 23-WC-008752, representing a permanent partial disability equivalent to 12.5% man as a whole.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of \$57,056.88 from Account Number 074-107-BMGT-WCMP-2205 to Boadu Adomako and his attorney Martin J. Haxel.

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

 8/29/24
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: W004232496

WORKERS' COMPENSATION CLAIM #: 23WC008752

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: Boadu Adomako

DEPARTMENT: Fire Department

JOB TITLE: Firefighter

STATUS: ☒ CURRENT EMPLOYEE ☐ FORMER EMPLOYEE

DATE OF ACCIDENT: 4/02/22

DESCRIPTION OF ACCIDENT: At fire scene, pushing up on ceiling and injured left shoulder - surgery - biceps tenodesis and labrum debridement

ATTORNEY: Martin J. Haxel

% OF LOSS OF USE: 12 ½% MAW **DOLLAR AMOUNT:** \$57,056.88

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: \$ **INTEREST PAID:** \$

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

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE _____ **OBM** _____

GEM

2024-363

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 09/03/2024OFFICE REQUESTING: Corporation CounselCONTACT PERSON: Greg MoredockPHONE NUMBER: 789-2393EMERGENCY PASSAGE: No ☒ ☐ If yes, explain justification.TYPE OF ORDINANCE: Work Comp Settlement FISCAL IMPACT: \$57,056.88

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO BOADU ADOMAKO, A CURRENT CITY OF SPRINGFIELD FIREFIGHTER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE #23WC008752 IN THE AMOUNT OF \$57,056.88.

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

CONTRACTOR / VENDOR NAME: Boadu Adomako and attorney Martin J. Haxel

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	\$57,056.88
2						
3						
4						

FUNDS CHECK BY: [Signature]Date: 8/21/24DIRECTOR / SUPERVISOR SIGNATURE [Signature]Date: 8/22/24

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Boadu Adomako, hired on April 08, 2013, as a City of Springfield Firefighter employee and reported a work injury on April 02, 2022. Mr. Adomako filed a workers compensation claim (Case# 23WC008752) and is willing to settle in the amount of \$57,056.88. Livingstone, Mueller, Bima and Davlin, P.C., the city's legal advisors, also recommend payment in the amount of \$57,056.88 to settle (Case# 23WC008752).

SIGN OFF:

(Mayor's Signature) [Signature](Director of OBM) [Signature]

**AN ORDINANCE AUTHORIZING THE CREATION OF MURALS ON
SELECTED AREAS OF THE JEFFERSON BRIDGE AND NAMING THE BRIDGE
"MASSEY MEMORIAL BRIDGE"**

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, Sonya Massey was an esteemed member of our community, whose contributions and legacy inspire the citizens of our community; and

WHEREAS, Alex Wells created a mural to honor Sonya Massey on the pedestrian bridge over Jefferson Street and Clearlake Avenue; and

WHEREAS, the City Council desires to honor the memory of Sonya Massey by protecting the Sonya Massey mural and authorizing the creation of murals depicting her likeness on selected areas of the Jefferson Street and Clearlake Avenue Bridge and by naming the bridge the "Massey Memorial Bridge".

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

Section 1: The City Council hereby authorizes City Staff to work with Illinois Department of Transportation to protect the current mural and provide for the creation of murals on selected areas of the Jefferson and Clearlake Bridge.

Section 2: Additional mural placement will be subject to approval of the City Council in coordination with Illinois the Department of Transportation.

Section 3: The pedestrian bridge over Jefferson Street and Clearlake Avenue shall be hereby be named and designated as the "Massey Memorial Bridge" in honor of Sonya Massey's contributions to the community. Appropriate signage reflecting this designation shall be installed at both ends of the bridge.

Section 4: The Department of Public Works shall be responsible for the maintenance and preservation of the murals and signage to ensure that the artistic work remains in good condition and the bridge's designation is clearly visible.

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 Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher
Alderman Shawn Gregory

Office of Corporation Counsel/Date

[Handwritten signature] 8/29/24

ORDINANCE FACT SHEET

DATE OF 1st READING: 9/3/24

CONTACT PERSON: Alderman Shawn Gregory

OFFICE REQUESTING: Alderman Shawn Gregory

PHONE NUMBER: _____

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

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE CREATION OF MURALS ON SELECTED AREAS OF THE JEFFERSON BRIDGE AND NAMING THE BRIDGE "MASSEY MEMORIAL BRIDGE"

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

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

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☐ Other: _____☐ Exception: _____

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3	a					
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

This ordinance authorizes the creation of murals depicting Sonya Massey and her likeness on selected areas of Jefferson Bridge and by naming the bridge "Massey Memorial Bridge".

FUNDS CHECK BY:

Date: _____

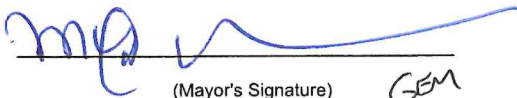
DIRECTOR / SUPERVISOR:

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF:


(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2024-364

AN ORDINANCE AUTHORIZING A FIVE-YEAR CONTRACT WITH AXON ENTERPRISE, INC. IN AN AMOUNT NOT TO EXCEED \$5,885,000.00 OVER THE TERM FOR ALL BODY WORN CAMERAS, EVIDENCE SOFTWARE, UNLIMITED STORAGE, FLEET SYSTEMS, TASERS, CARTRIDGES, VR SYSTEMS, ACCOMPANYING EQUIPMENT / ACCESSORIES AND REPLENISHMENTS, 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 enter into a five-year contract for all body worn cameras, evidence software, unlimited storage, fleet systems, tasers, cartridges, VR systems, accompanying equipment / accessories and replenishments; and

WHEREAS, Axon Enterprise, Inc. is a sole source provider and is willing to provide these services for a term of five-years for an amount not to exceed \$5,885,000.00; and

WHEREAS, it is in the best interest of the City to enter into a five-year contract with Axon Enterprise, Inc. beginning November 1, 2024 and ending January 31, 2030; and

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

WHEREAS, a copy of the contract with Axon Enterprise, Inc. shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a five-year contract with Axon Enterprise, Inc. for all body worn cameras, evidence software, unlimited storage, fleet systems, tasers, cartridges, VR systems, accompanying equipment / accessories and replenishments for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Axon Enterprises (0TAS2600), in the total amount of \$5,885,000.00, from expenditure line 001-112-POLC-1605 as follows"

November 2024	\$10,000.00
April 2025	\$975,000.00
April 2026	\$1,000,000.00
April 2027	\$1,150,000.00
April 2028	\$1,300,000.00
April 2029	\$1,450,000.00
Total	\$5,885,000.00

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

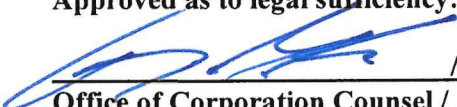
PASSED: _____, 2021 **SIGNED:** _____, 2021

RECORDED: _____, 2021 _____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

Approved as to legal sufficiency:

 / 8/28/24
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, Purchasing Agent *JML*

DATE: August 26, 2024

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet for the Axon Enterprises, Inc for purchases and support through a 5-year agreement for body-worn cameras and associated systems from November 2024 to December 2029 for the Springfield Police Department.

Based on the information provided and existing equipment currently under contract and utilized by the Springfield Police Department, I have determined that Axon Enterprises is the sole source provider for this expenditure and pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Springfield Police Department,

Below is the combined payment summary for the following quotes:

- Q-581675
- Q-581702

Payment Date	Subtotal	Tax*	Total
November 2024	\$10,000.00	\$0.00	\$10,000.00
April 2025	\$975,000.00	\$0.00	\$975,000.00
April 2026	\$1,000,000.00	\$0.00	\$1,000,000.00
April 2027	\$1,150,000.00	\$0.00	\$1,150,000.00
April 2028	\$1,300,000.00	\$0.00	\$1,300,000.00
April 2029	\$1,450,000.00	\$0.00	\$1,450,000.00
Total	\$5,885,000.00	\$0.00	\$5,885,000.00

*Tax is estimated based on rates applicable at the date of quote and subject to change at the time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737



Q-581675-45527.726JB

Issued: 08/23/2024

Quote Expiration: 09/30/2024

Estimated Contract Start Date: 12/01/2024

Account Number: 109079

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
800 E Monroe St 800 E Monroe St Springfield, IL 62701-1900 USA	Springfield Police Department - IL 300 S 7th St Springfield IL 62701-1613 USA Email:	Julie Bosack Phone: 312-576-2829 Email: jbosack@axon.com Fax:	Ken Scarlette Phone: (217) 788-8312 Email: kenneth.scarlette@springfield.il.us Fax: (217) 788-8310

Quote Summary

Program Length	60 Months
TOTAL COST	\$5,040,465.77
ESTIMATED TOTAL W/ TAX	\$5,040,465.77

Discount Summary

Average Savings Per Year	\$399,650.65
TOTAL SAVINGS	\$1,998,253.27

2024-365

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	\$8,564.94	\$0.00	\$8,564.94
Apr 2025	\$835,081.41	\$0.00	\$835,081.41
Apr 2026	\$856,493.76	\$0.00	\$856,493.76
Apr 2027	\$984,967.82	\$0.00	\$984,967.82
Apr 2028	\$1,113,441.89	\$0.00	\$1,113,441.89
Apr 2029	\$1,241,915.95	\$0.00	\$1,241,915.95
Total	\$5,040,465.77	\$0.00	\$5,040,465.77

Quote Unbundled Price: \$7,038,719.04
Quote List Price: \$5,601,711.84
Quote Subtotal: \$5,040,465.77

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$169,045.96)	(\$169,045.96)	\$0.00	(\$169,045.96)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$12,858.49	\$12,858.49	\$0.00	\$12,858.49
Fleet3ARe	Fleet 3 Advanced Renewal	10	60	\$203.01	\$189.57	\$166.15	\$99,690.00	\$0.00	\$99,690.00
B00022	BUNDLE - UNLIMITED PLUS	54	60	\$300.30	\$238.32	\$238.32	\$772,156.80	\$0.00	\$772,156.80
M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	220	60	\$390.94	\$297.90	\$297.89	\$3,932,148.00	\$0.00	\$3,932,148.00
A la Carte Hardware									
100399	AXON TASER 10 - CARTRIDGE - LIVE	1540			\$22.00	\$0.00	\$0.00	\$0.00	\$0.00
100399	AXON TASER 10 - CARTRIDGE - LIVE	1540			\$22.00	\$0.00	\$0.00	\$0.00	\$0.00
100399	AXON TASER 10 - CARTRIDGE - LIVE	1540			\$22.00	\$0.00	\$0.00	\$0.00	\$0.00
100399	AXON TASER 10 - CARTRIDGE - LIVE	1540			\$22.00	\$0.00	\$0.00	\$0.00	\$0.00
100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	6			\$2.99	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	9			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	26			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	60		\$111.75	\$0.00	\$0.00	\$0.00	\$0.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	60		\$28.21	\$0.00	\$0.00	\$0.00	\$0.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$32.98	\$0.00	\$0.00	\$0.00	\$0.00
11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9			\$213.00	\$0.00	\$0.00	\$0.00	\$0.00
11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9			\$213.00	\$0.00	\$0.00	\$0.00	\$0.00
11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	1			\$213.00	\$0.00	\$0.00	\$0.00	\$0.00
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	274	60		\$32.76	\$23.88	\$392,658.44	\$0.00	\$392,658.44
A la Carte Services									
75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1			\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	60		\$1.36	\$0.00	\$0.00	\$0.00	\$0.00
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	9	39		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	51		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$5,040,465.77	\$0.00	\$5,040,465.77

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	26	1	11/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	29	1	11/01/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	29	1	11/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	9	1	11/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	9	1	11/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	9	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100126	AXON VR - TACTICAL BAG	9	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	7	2	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	220	2	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	220	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	7	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	9	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	4400	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	1320	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	187	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	33	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	4	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	220	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100748	AXON VR - CONTROLLER - TASER 10	9	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100832	AXON VR - CONTROLLER - HANDGUN VR19H	9	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	6	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	3	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101294	AXON VR - TABLET	9	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101300	AXON VR - TABLET CASE	9	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	38	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	220	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	9	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	440	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	3	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	3	1	11/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 7.5 IN	3	1	11/01/2024
BUNDLE - UNLIMITED PLUS	100126	AXON VR - TACTICAL BAG	3	1	11/01/2024
BUNDLE - UNLIMITED PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	54	1	11/01/2024
BUNDLE - UNLIMITED PLUS	100748	AXON VR - CONTROLLER - TASER 10	3	1	11/01/2024
BUNDLE - UNLIMITED PLUS	100832	AXON VR - CONTROLLER - HANDGUN VR19H	3	1	11/01/2024
BUNDLE - UNLIMITED PLUS	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	3	1	11/01/2024
BUNDLE - UNLIMITED PLUS	101294	AXON VR - TABLET	3	1	11/01/2024
BUNDLE - UNLIMITED PLUS	101300	AXON VR - TABLET CASE	3	1	11/01/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - UNLIMITED PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	3	1	11/01/2024
BUNDLE - UNLIMITED PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	108	1	11/01/2024
A la Carte	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	6	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	660	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	1760	1	11/01/2025
A la Carte	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	660	1	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	1760	1	11/01/2026
A la Carte	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	1	12/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	9	1	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	9	1	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	9	1	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	9	1	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	227	1	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	28	1	05/01/2027
BUNDLE - UNLIMITED PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	3	1	05/01/2027
BUNDLE - UNLIMITED PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	3	1	05/01/2027
BUNDLE - UNLIMITED PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	3	1	05/01/2027
BUNDLE - UNLIMITED PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	1	05/01/2027
BUNDLE - UNLIMITED PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	55	1	05/01/2027
BUNDLE - UNLIMITED PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	7	1	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	660	1	11/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	1760	1	11/01/2027
A la Carte	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	1	12/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	660	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	1760	1	11/01/2028
A la Carte	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	1	12/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	227	1	11/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	28	1	11/01/2029
BUNDLE - UNLIMITED PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	55	1	11/01/2029
BUNDLE - UNLIMITED PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	7	1	11/01/2029
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	10	1	11/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100801	AXON RECORDS - OSP LICENSE	220	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101180	AXON TASER - DATA SCIENCE PROGRAM	220	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	220	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	2	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	220	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	220	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73618	AXON COMMUNITY REQUEST	220	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73638	AXON STANDARDS - LICENSE	220	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73680	AXON RESPOND PLUS - LICENSE	220	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	220	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	2200	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	220	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73739	AXON PERFORMANCE - LICENSE	220	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	220	12/01/2024	11/30/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PLUS	100801	AXON RECORDS - OSP LICENSE	54	12/01/2024	11/30/2029
BUNDLE - UNLIMITED PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	54	12/01/2024	11/30/2029
BUNDLE - UNLIMITED PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	54	12/01/2024	11/30/2029
BUNDLE - UNLIMITED PLUS	73618	AXON COMMUNITY REQUEST	54	12/01/2024	11/30/2029
BUNDLE - UNLIMITED PLUS	73638	AXON STANDARDS - LICENSE	54	12/01/2024	11/30/2029
BUNDLE - UNLIMITED PLUS	73680	AXON RESPOND PLUS - LICENSE	54	12/01/2024	11/30/2029
BUNDLE - UNLIMITED PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	54	12/01/2024	11/30/2029
BUNDLE - UNLIMITED PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	540	12/01/2024	11/30/2029
BUNDLE - UNLIMITED PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	54	12/01/2024	11/30/2029
BUNDLE - UNLIMITED PLUS	73739	AXON PERFORMANCE - LICENSE	54	12/01/2024	11/30/2029
BUNDLE - UNLIMITED PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	54	12/01/2024	11/30/2029
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	10	12/01/2024	11/30/2029
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	10	12/01/2024	11/30/2029
Fleet 3 Advanced Renewal	80402	AXON RESPOND - LICENSE - FLEET 3	10	12/01/2024	11/30/2029
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	20	12/01/2024	11/30/2029
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	274	12/01/2024	11/30/2029
A la Carte	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	1		
A la Carte	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9		
A la Carte	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9		
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	12/01/2024	11/30/2029
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	12/01/2024	11/30/2029
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	12/01/2024	11/30/2029

Services

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	220		
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	15		
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1		
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	220		
BUNDLE - UNLIMITED PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	4		
BUNDLE - UNLIMITED PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	54		
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1		
A la Carte	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1		
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1		

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	10	12/01/2024	11/30/2029
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	9	12/01/2024	02/29/2028
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	12/01/2024	02/28/2029
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	12/01/2024	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	9	11/01/2025	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100213	AXON VR - EXT WARRANTY - TABLET	9	11/01/2025	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	220	11/01/2025	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	7	11/01/2025	11/30/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	9	11/01/2025	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	9	11/01/2025	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	220	11/01/2025	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	11/01/2025	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	38	11/01/2025	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	11/01/2025	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	7	11/01/2025	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	220	11/01/2025	11/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	28	11/01/2025	11/30/2029
BUNDLE - UNLIMITED PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	3	11/01/2025	11/30/2029
BUNDLE - UNLIMITED PLUS	100213	AXON VR - EXT WARRANTY - TABLET	3	11/01/2025	11/30/2029
BUNDLE - UNLIMITED PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	3	11/01/2025	11/30/2029
BUNDLE - UNLIMITED PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	3	11/01/2025	11/30/2029
BUNDLE - UNLIMITED PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	1	11/01/2025	11/30/2029
BUNDLE - UNLIMITED PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	54	11/01/2025	11/30/2029
BUNDLE - UNLIMITED PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	7	11/01/2025	11/30/2029

2024-365

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	800 E Monroe St	Springfield	IL	62701-1900	USA
2	800 E Monroe St	Springfield	IL	62701-1900	USA

Payment Details

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1A	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	274	\$12,448.67	\$0.00	\$12,448.67
Year 1A	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 1A	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 1A	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 1A	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 1A	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	6	\$0.00	\$0.00	\$0.00
Year 1A	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9	\$0.00	\$0.00	\$0.00
Year 1A	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	1	\$0.00	\$0.00	\$0.00
Year 1A	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9	\$0.00	\$0.00	\$0.00
Year 1A	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 1A	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 1A	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 1A	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1A	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	9	\$0.00	\$0.00	\$0.00
Year 1A	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$0.00	\$0.00	\$0.00
Year 1A	B00022	BUNDLE - UNLIMITED PLUS	54	\$24,480.12	\$0.00	\$24,480.12
Year 1A	Fleet3ARe	Fleet 3 Advanced Renewal	10	\$3,160.53	\$0.00	\$3,160.53
Year 1A	H00001	AB4 Camera Bundle	26	\$0.00	\$0.00	\$0.00
Year 1A	H00002	AB4 Multi Bay Dock Bundle	9	\$0.00	\$0.00	\$0.00
Year 1A	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	220	\$124,663.09	\$0.00	\$124,663.09
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$12,858.49	\$0.00	\$12,858.49
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$169,045.96)	\$0.00	(\$169,045.96)
Total				\$8,564.94	\$0.00	\$8,564.94

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	220	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1B	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	274	\$63,098.64	\$0.00	\$63,098.64
Year 1B	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 1B	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00

Apr 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1B	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 1B	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 1B	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	6	\$0.00	\$0.00	\$0.00
Year 1B	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	1	\$0.00	\$0.00	\$0.00
Year 1B	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9	\$0.00	\$0.00	\$0.00
Year 1B	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9	\$0.00	\$0.00	\$0.00
Year 1B	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 1B	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 1B	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 1B	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1B	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	9	\$0.00	\$0.00	\$0.00
Year 1B	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$0.00	\$0.00	\$0.00
Year 1B	B00022	BUNDLE - UNLIMITED PLUS	54	\$124,082.53	\$0.00	\$124,082.53
Year 1B	Fleet3ARe	Fleet 3 Advanced Renewal	10	\$16,019.78	\$0.00	\$16,019.78
Year 1B	H00001	AB4 Camera Bundle	26	\$0.00	\$0.00	\$0.00
Year 1B	H00002	AB4 Multi Bay Dock Bundle	9	\$0.00	\$0.00	\$0.00
Year 1B	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	220	\$631,880.46	\$0.00	\$631,880.46
Total				\$835,081.41	\$0.00	\$835,081.41

Apr 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	274	\$64,716.56	\$0.00	\$64,716.56
Year 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 2	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 2	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	6	\$0.00	\$0.00	\$0.00
Year 2	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	1	\$0.00	\$0.00	\$0.00
Year 2	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9	\$0.00	\$0.00	\$0.00
Year 2	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9	\$0.00	\$0.00	\$0.00
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	9	\$0.00	\$0.00	\$0.00
Year 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$0.00	\$0.00	\$0.00
Year 2	B00022	BUNDLE - UNLIMITED PLUS	54	\$127,264.11	\$0.00	\$127,264.11
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	10	\$16,430.56	\$0.00	\$16,430.56
Year 2	H00001	AB4 Camera Bundle	26	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	9	\$0.00	\$0.00	\$0.00
Year 2	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	220	\$648,082.53	\$0.00	\$648,082.53
Total				\$856,493.76	\$0.00	\$856,493.76

Apr 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	274	\$74,424.04	\$0.00	\$74,424.04
Year 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 3	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 3	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	6	\$0.00	\$0.00	\$0.00

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Apr 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9	\$0.00	\$0.00	\$0.00
Year 3	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	1	\$0.00	\$0.00	\$0.00
Year 3	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9	\$0.00	\$0.00	\$0.00
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	9	\$0.00	\$0.00	\$0.00
Year 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$0.00	\$0.00	\$0.00
Year 3	B00022	BUNDLE - UNLIMITED PLUS	54	\$146,353.74	\$0.00	\$146,353.74
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	10	\$18,895.13	\$0.00	\$18,895.13
Year 3	H00001	AB4 Camera Bundle	26	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	9	\$0.00	\$0.00	\$0.00
Year 3	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	220	\$745,294.91	\$0.00	\$745,294.91
Total				\$984,967.82	\$0.00	\$984,967.82

Apr 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	274	\$84,131.52	\$0.00	\$84,131.52
Year 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 4	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 4	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	6	\$0.00	\$0.00	\$0.00
Year 4	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	1	\$0.00	\$0.00	\$0.00
Year 4	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9	\$0.00	\$0.00	\$0.00
Year 4	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9	\$0.00	\$0.00	\$0.00
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	9	\$0.00	\$0.00	\$0.00
Year 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$0.00	\$0.00	\$0.00
Year 4	B00022	BUNDLE - UNLIMITED PLUS	54	\$165,443.32	\$0.00	\$165,443.32
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	10	\$21,359.71	\$0.00	\$21,359.71
Year 4	H00001	AB4 Camera Bundle	26	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	9	\$0.00	\$0.00	\$0.00
Year 4	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	220	\$842,507.34	\$0.00	\$842,507.34
Total				\$1,113,441.89	\$0.00	\$1,113,441.89

Apr 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	274	\$93,839.01	\$0.00	\$93,839.01
Year 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 5	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	\$0.00	\$0.00	\$0.00
Year 5	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	6	\$0.00	\$0.00	\$0.00
Year 5	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	1	\$0.00	\$0.00	\$0.00
Year 5	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9	\$0.00	\$0.00	\$0.00
Year 5	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	9	\$0.00	\$0.00	\$0.00

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Apr 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	\$0.00	\$0.00	\$0.00
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	\$0.00	\$0.00	\$0.00
Year 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	9	\$0.00	\$0.00	\$0.00
Year 5	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$0.00	\$0.00	\$0.00
Year 5	B00022	BUNDLE - UNLIMITED PLUS	54	\$184,532.94	\$0.00	\$184,532.94
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	10	\$23,824.30	\$0.00	\$23,824.30
Year 5	H00001	AB4 Camera Bundle	26	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	9	\$0.00	\$0.00	\$0.00
Year 5	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	220	\$939,719.70	\$0.00	\$939,719.70
Total				\$1,241,915.95	\$0.00	\$1,241,915.95

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

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Exceptions to Standard Terms and Conditions

Quotes Q-581675 and Q-581702 must be signed together.

Agency has existing contract(s) originated via Quote(s):

Q-308588, Q-325717, Q-326645, Q-342385, Q-343855, Q-389739, Q-412718, Q-437865, Q-485463, Q-544369, Q-546808, Q-548487, Q-565513, Q-567557

Agency is terminating those contracts effective 11/30/2024 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$156,187.47

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-565513 - 8/1/2024 - \$8,302.00

Signature		Date Signed
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8/23/2024



2024-365

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737



Q-581702-45527.727JB

Issued: 08/23/2024

Quote Expiration: 09/30/2024

Estimated Contract Start Date: 12/01/2024

Account Number: 109079

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
800 E Monroe St 800 E Monroe St Springfield, IL 62701-1900 USA	Springfield Police Department - IL 300 S 7th St Springfield IL 62701-1613 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julie Bosack Phone: 312-576-2829 Email: jbosack@axon.com Fax:	Ken Scarlette Phone: (217) 788-8312 Email: kenneth.scarlette@springfield.il.us Fax: (217) 788-8310

Quote Summary

Program Length	60 Months
TOTAL COST	\$844,534.23
ESTIMATED TOTAL W/ TAX	\$844,534.23

Discount Summary

Average Savings Per Year	\$82,361.03
TOTAL SAVINGS	\$411,805.17

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Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	\$1,435.06	\$0.00	\$1,435.06
Apr 2025	\$139,918.59	\$0.00	\$139,918.59
Apr 2026	\$143,506.24	\$0.00	\$143,506.24
Apr 2027	\$165,032.18	\$0.00	\$165,032.18
Apr 2028	\$186,558.11	\$0.00	\$186,558.11
Apr 2029	\$208,084.05	\$0.00	\$208,084.05
Total	\$844,534.23	\$0.00	\$844,534.23

Quote Unbundled Price: \$1,256,339.40
Quote List Price: \$1,128,195.00
Quote Subtotal: \$844,534.23

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3	60	\$283.34	\$283.34	\$283.34	\$51,001.20	\$0.00	\$51,001.20
M00018	BUNDLE - FUSUS ENTERPRISE	1	60	\$15,139.55	\$13,540.81	\$9,026.30	\$541,578.00	\$0.00	\$541,578.00
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	60	\$183.34	\$183.34	\$183.33	\$33,000.03	\$0.00	\$33,000.03
Fleet3A	Fleet 3 Advanced	10	60	\$308.27	\$254.57	\$254.57	\$152,742.00	\$0.00	\$152,742.00
A la Carte Software									
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	60		\$33.85	\$33.85	\$30,465.00	\$0.00	\$30,465.00
Basic license	Basic License Bundle	10	60		\$16.27	\$16.25	\$9,750.00	\$0.00	\$9,750.00
Pro license	Pro License Bundle	10	60		\$43.40	\$43.33	\$25,998.00	\$0.00	\$25,998.00
A la Carte Services									
99901	AXON ACCELERATE CONFERENCE REGISTRATION	15			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$844,534.23	\$0.00	\$844,534.23

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - FUSUS ENTERPRISE	101350	AXON RESPOND - FUSUSCORE - ELITE 2.0 44TB HDD STORAGE -T	2	1	11/01/2024
BUNDLE - FUSUS ENTERPRISE	101351	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE -T	4	1	11/01/2024
BUNDLE - FUSUS ENTERPRISE	101354	AXON RESPOND - FUSUSCORE - PRO AI 8TB HDD STORAGE -T	2	1	11/01/2024
BUNDLE - FUSUS ENTERPRISE	101356	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE -T	20	1	11/01/2024
BUNDLE - FUSUS ENTERPRISE	101425	AXON RESPOND - FUSUSCORE - CAD - T	1	1	11/01/2024
BUNDLE - FUSUS ENTERPRISE	101426	AXON RESPOND - FUSUSCORE - LISTEN - T	1	1	11/01/2024
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A-5YR NETCLOUD	10	1	11/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	10	1	11/01/2024
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	10	1	11/01/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	10	1	11/01/2024
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	10	1	11/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR - UAS LICENSE - CLASS 1	3	12/01/2024	11/30/2029
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	3	12/01/2024	11/30/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	3	12/01/2024	11/30/2029
AXON AIR, CLASS 2 UAS BUNDLE	100580	AXON AIR - UAS LICENSE - CLASS 2	3	12/01/2024	11/30/2029
AXON AIR, CLASS 2 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	3	12/01/2024	11/30/2029
AXON AIR, CLASS 2 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	3	12/01/2024	11/30/2029
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	10	12/01/2024	11/30/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	10	12/01/2024	11/30/2029
BUNDLE - FUSUS ENTERPRISE	101358	AXON RESPOND - FUSUSONE - ENTERPRISE LEVEL SAAS	1	12/01/2024	11/30/2029
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	10	12/01/2024	11/30/2029
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	10	12/01/2024	11/30/2029
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	10	12/01/2024	11/30/2029
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	20	12/01/2024	11/30/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	12/01/2024	11/30/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	10	12/01/2024	11/30/2029
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	12/01/2024	11/30/2029

Services

Bundle	Item	Description	QTY
BUNDLE - FUSUS ENTERPRISE	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	2
BUNDLE - FUSUS ENTERPRISE	101422	AXON RESPOND - FUSUS HARDWARE DEPLOYMENT	13
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	10
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	15

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	20	11/01/2025	11/30/2029
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	11/01/2025	11/30/2029
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	11/01/2025	11/30/2029
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	11/01/2025	11/30/2029
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	11/01/2025	11/30/2029
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	11/01/2025	11/30/2029
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	11/01/2025	11/30/2029
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	10	11/01/2025	11/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	800 E Monroe St	Springfield	IL	62701-1900	USA

Payment Details

Nov 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 1A	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	\$51.77	\$0.00
Year 1A	99901	AXON ACCELERATE CONFERENCE REGISTRATION	15	\$0.00	\$0.00
Year 1A	BasicLicense	Basic License Bundle	10	\$16.57	\$0.00
Year 1A	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$56.08	\$0.00
Year 1A	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3	\$86.67	\$0.00
Year 1A	Fleet3A	Fleet 3 Advanced	10	\$259.53	\$0.00
Year 1A	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$920.26	\$0.00
Year 1A	ProLicense	Pro License Bundle	10	\$44.18	\$0.00
Total				\$1,435.06	\$0.00

Dec 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Invoice Upon Fulfillment	Fleet3A	Fleet 3 Advanced	10	\$0.00	\$0.00
Total				\$0.00	\$0.00

Apr 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 1B	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	\$5,047.30	\$0.00
Year 1B	99901	AXON ACCELERATE CONFERENCE REGISTRATION	15	\$0.00	\$0.00
Year 1B	BasicLicense	Basic License Bundle	10	\$1,615.34	\$0.00
Year 1B	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$5,467.30	\$0.00
Year 1B	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3	\$8,449.65	\$0.00
Year 1B	Fleet3A	Fleet 3 Advanced	10	\$25,305.62	\$0.00
Year 1B	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$89,726.15	\$0.00
Year 1B	ProLicense	Pro License Bundle	10	\$4,307.23	\$0.00
Total				\$139,918.59	\$0.00

Apr 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	\$5,176.72	\$0.00
Year 2	99901	AXON ACCELERATE CONFERENCE REGISTRATION	15	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	10	\$1,656.75	\$0.00
Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$5,607.49	\$0.00
Year 2	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3	\$8,666.31	\$0.00
Year 2	Fleet3A	Fleet 3 Advanced	10	\$25,954.47	\$0.00
Year 2	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$92,026.83	\$0.00
Year 2	ProLicense	Pro License Bundle	10	\$4,417.67	\$0.00
Total				\$143,506.24	\$0.00

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Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	\$5,953.23	\$0.00	\$5,953.23
Year 3	99901	AXON ACCELERATE CONFERENCE REGISTRATION	15	\$0.00	\$0.00	\$0.00
Year 3	Basic License Bundle		10	\$1,905.27	\$0.00	\$1,905.27
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$6,448.60	\$0.00	\$6,448.60
Year 3	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3	\$9,966.25	\$0.00	\$9,966.25
Year 3	Fleet3A	Fleet 3 Advanced	10	\$29,847.62	\$0.00	\$29,847.62
Year 3	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$105,830.89	\$0.00	\$105,830.89
Year 3	Pro License	Pro License Bundle	10	\$5,080.32	\$0.00	\$5,080.32
Total				\$165,032.18	\$0.00	\$165,032.18

Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	\$6,729.74	\$0.00	\$6,729.74
Year 4	99901	AXON ACCELERATE CONFERENCE REGISTRATION	15	\$0.00	\$0.00	\$0.00
Year 4	Basic License Bundle		10	\$2,153.78	\$0.00	\$2,153.78
Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$7,289.73	\$0.00	\$7,289.73
Year 4	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3	\$11,266.20	\$0.00	\$11,266.20
Year 4	Fleet3A	Fleet 3 Advanced	10	\$33,740.82	\$0.00	\$33,740.82
Year 4	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$119,634.87	\$0.00	\$119,634.87
Year 4	Pro License	Pro License Bundle	10	\$5,742.97	\$0.00	\$5,742.97
Total				\$186,558.11	\$0.00	\$186,558.11

Apr 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	\$7,506.24	\$0.00	\$7,506.24
Year 5	99901	AXON ACCELERATE CONFERENCE REGISTRATION	15	\$0.00	\$0.00	\$0.00
Year 5	Basic License Bundle		10	\$2,402.29	\$0.00	\$2,402.29
Year 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3	\$8,130.85	\$0.00	\$8,130.85
Year 5	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3	\$12,566.14	\$0.00	\$12,566.14
Year 5	Fleet3A	Fleet 3 Advanced	10	\$37,633.99	\$0.00	\$37,633.99
Year 5	M00018	BUNDLE - FUSUS ENTERPRISE	1	\$133,438.92	\$0.00	\$133,438.92
Year 5	Pro License	Pro License Bundle	10	\$6,405.62	\$0.00	\$6,405.62
Total				\$208,084.05	\$0.00	\$208,084.05

2024-365

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Agency is terminating those contracts effective 11/30/2024 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$156,187.47

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-565513 - 8/1/2024 - \$8,302.00

Signature		Date Signed
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8/23/2024





First Amendment to the Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Springfield Police Department (IL) ("**Agency**" or "**Customer**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are Parties to the Master Services and Purchasing Agreement (Contract # 2021-140) by and between Axon Enterprise, Inc. and the Springfield Police Department (IL), dated April 15, 2021 (the "**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The Agreement is hereby updated to incorporate the following references:
 - a. Any reference to "Axon Aware" shall mean "Axon Respond."
 - b. Any reference to "Axon Citizen for Communities" shall mean "Axon Community Request."
 - c. Any reference to "Axon Body 3" or "AB3" shall also mean "Axon Body 4" or "AB4," when and as applicable.
 - d. Any reference under the Agreement to "TASER 7" or "OSP 7" shall also mean "TASER 10" and/or "OSP 10," except for any reference under the TASER Device Appendix or under any applicable Quote, which should only refer to the TASER product cited therein.
2. The definition of "Axon Cloud Services" under Section 1 – Definitions is hereby updated to add in reference to "FUSUS services."
3. The following clause is added as Section 7.5 of the Agreement:
 - a. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
4. Section 16 – Agency Responsibilities is hereby deleted in its entirety and replaced with the following:
 - a. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) Agency or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
5. The following clause is added as Section 19.13 of the Agreement:
 - a. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.



First Amendment to the Master Services and Purchasing Agreement

6. The attached documents are hereby incorporated into the Agreement:

- a. Cloud Services Terms of Use Appendix (*Replacing existing Cloud Services Appendix*)
- b. Professional Services Appendix (*Replacing existing Professional Services Appendix*)
- c. TASER Device Appendix (*Replacing existing TASER 7 Appendix*)
- d. Fleet Appendix
- e. Virtual Reality Content Terms of Use Appendix
- f. Application Programming Interface Appendix
- g. FUSUS Appendix
- h. Investigate Appendix
- i. Events Appendix
- j. Customer Experience Improvement Program Appendix
- k. Combined Invoice Summary
- l. Quote Q-581675-45524.915MC
- m. Quote Q-581702-45524.915MC

7. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Springfield Police Department (IL)

Signature: _____

Signature: _____ *GEM*

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

Definitions.

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

Access. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

Customer Owns Customer Content. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

Security. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

Customer Responsibilities. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the



First Amendment to the Master Services and Purchasing Agreement

configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

Privacy. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

Axon Body Wi-Fi Positioning. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

Storage. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

Location of Storage. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

Suspension. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

Axon Cloud Services Warranty. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

TASER Data Science Program. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall



First Amendment to the Master Services and Purchasing Agreement

own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

Axon Records. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
- d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

Axon Cloud Services Restrictions. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
- e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.



First Amendment to the Master Services and Purchasing Agreement

Draft One Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

After Termination. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

Post-Termination Assistance. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

U.S. Government Rights. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

Survival. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:



First Amendment to the Master Services and Purchasing Agreement

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need
- Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.



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Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**



First Amendment to the Master Services and Purchasing Agreement

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- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
 - b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
 - 11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
 - 12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
 - 13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
 - 14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
 - 15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
 - 16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



First Amendment to the Master Services and Purchasing Agreement

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.



First Amendment to the Master Services and Purchasing Agreement

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10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
- 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.

1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**"). "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle



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Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. Definitions.

- 1.1. "API Client" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. "API Interface" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. "Axon Evidence Partner API, API or Axon API" (collectively "API Service") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. "Use" means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. Customer Responsibilities. When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;



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- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
 - 4.11. disclose Axon's API manual.
 - 5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:
 - 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
 - 6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
 - 7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



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FUSUS APPENDIX

Access. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.

Product Limits. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

Disclaimer. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

Data Privacy. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.



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8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
 9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJSIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request,

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.



**First Amendment to the Master
Services and Purchasing Agreement**

[PLACEHOLDER FOR QUOTES – TO BE ADDED IN BEFORE SIGNATURE]

ORDINANCE FACT SHEET

DATE OF 1st READING: 9/3/2024

CONTACT PERSON: Calvin Gaskill

OFFICE REQUESTING: Springfield Police Department

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: \$5,885,000.00

SUGGESTED TITLE: Ordinance Authorizing a 60 Month(5 year) Contract with Axon Enterprises in an amount not to Exceed \$5,885,000.00 over the term for all Body Worn Cameras, Evidence Software, Unlimited Storage, Fleet Systems, Tasers, Cartridges, VR systems, accompanying equipment/accessories, and replenishments.

CONTRACTOR / VENDOR NAME: AXON ENTERPRISES

VENDOR NO: 0TAS2600

CONTRACT TERM: 11/1/2024-1/31/2030

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: 5,885,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: SOLE SOURCE☐ Exception:

Code Provision:

Previous Ord #'s

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	POPR	1605	10,000.00
2						
3						
4						

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

Combined Quote & Payment Summary, Amendments

STAFF ANALYSIS

Contract includes credits from current applied term to allow for adjusted payment towards remaining FY²⁵ fiscal period services. (\$10,000.00) Contract term for FY²⁵ will then become 4/1/2025-3/31/2026.

Payment Summary

November 2024 --\$10,000.00

April 2025 --\$975,000.00

April 2026 --\$1,000,000.00

April 2027 --\$1,150,000.00

April 2028 --\$1,300,000.00

April 2029 --\$1,450,000.00

Total \$5,885,000.00

FUNDS CHECK BY: Miguel Manuel Valente

DIRECTOR / SUPERVISOR: John Strubel

CITY PURCHASING AGENT: Michael Lesko

SIGN OFF:

(Mayor's Signature)

Date: 8/26/24

Date: 8/23/24

Date: 08/26/2024

(Director of OBM)

The information supplied on this form is not confidential information.

2024-365

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2024 FORD F-150 AND
A 2024 FORD F-350 IN AN AMOUNT NOT TO EXCEED \$131,805.00 FROM DANA
SAFETY SUPPLY, INC., FOR THE SPRINGFIELD FIRE DEPARTMENT**

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

WHEREAS, the Springfield Fire Department desires to replace two older vehicles for a 2024 Ford F-150 and a 2024 Ford-350 for the Springfield Fire Training Division; and

WHEREAS, DANA Safety Supply, Inc. is willing to provide the Springfield Fire Department with a 2024 Ford F-150 and a 2024 F-350 for an amount not to exceed \$131,805.00; and

WHEREAS, the vehicles being replaced are designated for surplus; 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 \$131,805.00 to the DANA Safety Supply, Inc. for the purchase a 2024 Ford F-150 and a 2024 Ford F-350 for the Springfield Fire 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 \$131,805.00 to the DANA Safety Supply, Inc. for the Springfield Fire 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 \$131,805.00 from the account number 094-108-FIRE-24GO-1502.

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

PASSED: _____, 2024

SIGNED: _____, 2024

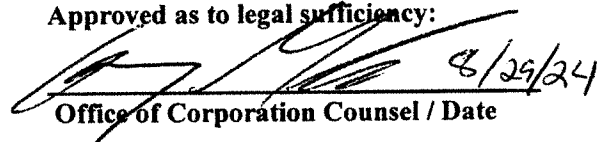
RECORDED: _____, 2024

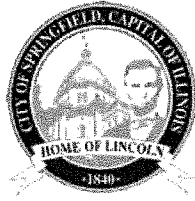
ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

Mayor Misty Buscher

Approved as to legal sufficiency:

 8/29/24
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Springfield Fire Department

FROM: Mike Lesko, Purchasing Agent *gml*

DATE: August 21, 2024

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet with DANA Safety Supply, Inc., for the purchase of 2 Ford Vehicles in an amount not to exceed \$131,805.00 matching State of Illinois Contract Pricing for the Springfield Fire 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.	545343-B
Customer No.	MISC

Bill To
SPRINGFIELD IL FIRE

Ship To
** FOR QUOTING ONLY **

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/21/24	GROUND	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Cody Craig		Cody Craig - Oklahoma	EDWARDS		
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	08/21/24
Print Time	01:15:41 AM
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Printed By: Cody Craig

Subtotal	131,355.00
Freight	450.00
Order Total	131,805.00

2024-366

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	545343-B
Customer No.	MISC

Bill To
SPRINGFIELD IL FIRE

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Contact:
Telephone:
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Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/21/24	GROUND	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Cody Craig		Cody Craig - Oklahoma	EDWARDS		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO F150 AND F350 Warehouse: DROP	0.0000	0.00
1	1	N	VEHICLE F150 - WHITE 4X4 CREWCAB RESPONDER Warehouse: DROP LIST ALL VEHICLE INFO - TO INCLUDE DEALER PROVIDING VEHICLE IF REQUIRED YEAR: MAKE: MODEL: VEHICLE	50,670.0000	50,670.00
1	1	N	F350 - WHITE SRW 4X4 CREWCAB GAS Warehouse: DROP LIST ALL VEHICLE INFO - TO INCLUDE DEALER PROVIDING VEHICLE IF REQUIRED YEAR: MAKE: MODEL: VEHICLE	53,888.0000	53,888.00
2	2	N	EVP EMERGENCY VEHICLE PACKAGE Warehouse: DROP	9,551.0000	19,102.00

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2024-366

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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

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Customer No.	MISC

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SPRINGFIELD IL FIRE

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Contact:
Telephone:
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Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/21/24	GROUND		PPAY & ADD TO INVOICE		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Cody Craig			Cody Craig - Oklahoma	EDWARDS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	N	ENFWB VISOR - RB WITH SCENE Warehouse: DROP DO NOT USE GENERIC P/N, USE EOS PART NUMBER		0.0000	0.00
2	2	N	EMPSA05BU-8 F-250 MIRROR LIGHTS RBW Warehouse: DROP 4"x2" mpower Fascia with Quick Mount, 36 LED 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens: RED/BLU/WHIT		0.0000	0.00
1	1	N	PNTICRV01 F-150 Mirror Light Brackets Warehouse: DROP		0.0000	0.00
2	2	N	ENT2B3RBW F-150 MIRROR LIGHTS RBW Warehouse: DROP		0.0000	0.00
8	8	N	EMPSCG2STS5RBW Grille x 2 Each - RBW Side 1/4 Glass Warehouse: DROP 4" 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, 18 LED, Tricolor - Red/Blue/White		0.0000	0.00

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2024-366

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4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	545343-B
Customer No.	MISC

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Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
08/21/24		GROUND		PPAY & ADD TO INVOICE				NET30			
Entered By			Salesperson			Ordered By			Resale Number		
Cody Craig			Cody Craig - Oklahoma			EDWARDS					
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price		
2	2	N	EMPTC01ACU R/A B/A 6 HEAD MPOWER STICK - REAR GLASS Warehouse: DROP EMPTC01ACU 39" 6 Head Rear SAE mpower® Traffic Controller w/ 3' LIN DSC Technology (DRV) [S06][S06][S06][S06][S06][S06] (PAS) X[RED][RED][RED][BLU][BLU][BLU] Housing Color - Black Extrusion Lens Color - All Clear Lenses Accessories - PNFLBSPLT1 Mount Kit - PMPTCM03 (x2) Long 3-Hole					0.0000	0.00		
4	4	N	EMPSCG2STS5RBA Under Tailgate RBA Warehouse: DROP 4" 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, 18 LED, Tricolor - Red/Blue/Amber					0.0000	0.00		
2	2	N	ETFBSSN-P T/L Flasher Warehouse: DROP					0.0000	0.00		
2	2	N	ENGSA5100RSP SOI, 500 SERIES PUSHBTN 100W CNTRL, +VOICE PLBK Warehouse: DROP					0.0000	0.00		

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	545343-B
Customer No.	MISC

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SPRINGFIELD IL FIRE

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Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/21/24	GROUND	PPAY & ADD TO INVOICE		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Cody Craig		Cody Craig - Oklahoma	EDWARDS		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: DROP 100J series composite speaker w/ universal bail brkt-100 watt	0.0000	0.00
2	2	N	ENGLMK013 SOI BLUEPRINT LINK MICRO KIT Warehouse: DROP	0.0000	0.00
2	2	N	C-VSW-2400-F150-1 HAV, CONSOLE BOX, 2021-23 F150, RMK TAB, 24" Warehouse: DROP 12.5" Wide Flat 24" Vehicle-Specific Console For 2021-2023 Ford F-150 Police Responder, Special Service Vehicle (SSV), 2023 Ford F-250, 350, 450 XL & XLT Super Duty Pickup, F-450 & 550 Cab Chassis & F-600 Chassis Cab	0.0000	0.00
2	2	N	C-TMW-F150-03 HAVIS 2015+ FORD F150 TUNNEL MOUNT BASE PLATE Warehouse: DROP ALSO FITS 2017 FORD F-250, 350, 450, PICK-UPS AND F-450/550 CHASSIS CABS *****	0.0000	0.00
2	2	N	C-ARM-102 HAV ARM REST - MOUNTS TO SIDE OF CONSOLE BOX Warehouse: DROP	0.0000	0.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
08/21/24	GROUND		PPAY & ADD TO INVOICE		NET30
Entered By		Salesperson		Ordered By	Resale Number
Cody Craig		Cody Craig - Oklahoma		EDWARDS	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	MA145.A.LBC.006 TAOGOLAS ANTENNA 3 METER Warehouse: DROP	0.0000	0.00
2	2	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
2	2	N	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: DROP	0.0000	0.00
2	2	N	C-LP2-USB-BL2 HAV CONSOLE ACCESSORY BRACKET W/ 2 LIGHTER PLUG Warehouse: DROP	0.0000	0.00
2	2	N	PKG-PSM-385 HAV PREMIUM PASSENGER SIDE MOUNT F150-550 Warehouse: DROP	0.0000	0.00
2	2	N	4703-150B EGIS Thermal Circuit Breaker 150 A, Surface Mount Warehouse: DROP Circuit Breaker, Surface Mount, 150 Amp	0.0000	0.00
2	2	N	7615B BLUE SEA, SOLENOID TIMER 120A 12VDC ATD Warehouse: DROP	0.0000	0.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	545343-B
Customer No.	MISC

Bill To
SPRINGFIELD IL FIRE

Ship To
** FOR QUOTING ONLY **

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/21/24	GROUND		PPAY & ADD TO INVOICE		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Cody Craig			Cody Craig - Oklahoma	EDWARDS		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: DROP		0.0000	0.00
2	2	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DROP		2,875.0000	5,750.00
2	2	N	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: DROP		287.5000	575.00
2	2	N	MB8U25 TESSCO 25 FT ANTENNA CABLE WITH 3/4 IN BRASS MOUN Warehouse: DROP		0.0000	0.00
2	2	N	INFO radio and antenna provided for install Warehouse: DROP		0.0000	0.00
1	1	N	TRANSPORT F-150 Warehouse: DROP		620.0000	620.00
1	1	N	TRANSPORT F-250 - OVERSIZE Warehouse: DROP		750.0000	750.00

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2024-366

ORDINANCE FACT SHEET

DATE OF 1st READING: 3rdOFFICE REQUESTING: Fire DepartmentCONTACT PERSON: Ed CannyEMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: 217-788-8474FISCAL IMPACT: \$131,805.00SUGGESTED TITLE: Ordinance authorizingfor the purchase of (1) one Ford F150 and (1) one Ford F350, DANA
Safety Supply, Inc. for the Springfield Fire DepartmentCONTRACTOR / VENDOR NAME: Dana Supply

VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$131,805.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☒ Low Bid☒ Other: Meet State Contr☒ 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	094					
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	094	108	FIRE	24GO	1502	\$131,805.00
2						
3						
4						

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

Sales Quote #545343-b

STAFF ANALYSIS

The Fire Department is replacing two older vehicles. The vehicles being replaced are designated for surplus. These two trucks will be assigned to the Training Division.

FUNDS CHECK BY: Michael Munnua ValenzDate: 8/21/2024

DIRECTOR / SUPERVISOR: Canny, Edward

Digitally signed by Canny, Edward
Date: 2024.08.21 12:13:08 -0500

Date: _____

CITY PURCHASING AGENT: Michael YorkDate: 8-21-24

SIGN OFF: _____

(Mayor's Signature) GEEM(Director of OBM) 8/21/24

The information supplied on this form is not confidential information.

2024-366

**AN ORDINANCE APPROVING A TENTATIVE COLLECTIVE
BARGAINING AGREEMENT WITH THE UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF U.S.A. AND CANADA, LOCAL UNION #137
FROM APRIL 1, 2024 THROUGH MARCH 31, 2028**

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

WHEREAS, the City of Springfield has been negotiating with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of U.S.A. and Canada, Local Union #137 regarding a collective bargaining agreement; and

WHEREAS, it is necessary to approve the tentative agreement with Local Union No. 137, from April 1, 2024, through March 31, 2028, and as summarized on Exhibit "A" attached hereto; and

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

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

Section 1: That the City Council hereby approves the tentative Agreement with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of U.S.A. and Canada, Local Union #137, from April 1, 2024, through March 31, 2028, as summarized on Exhibit "A" attached hereto. The Mayor is hereby authorized to execute said agreement on behalf of the City of Springfield.

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

PASSED: _____, 2024

SIGNED: _____, 2024

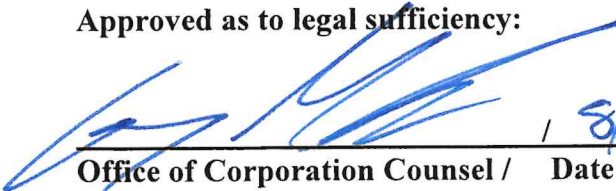
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 _____, 8/29/24
Office of Corporation Counsel / Date

CBA Contract Negotiations between COS and Plumbers Local 137

TA Summary

8/26/24

1. Article VI, Wages – Wage increases and addition of prevailing wage in Section 2. SECTION 1.

		2.25%	2.25%	2.5%	2.5%
TITLE	CURRENT	4/1/2024	04/1/2025	04/1/2026	04/01/2027
Plumber Apprentice	\$36.4822	\$37.303	\$38.1424	\$39.0959	\$40.07333
Plumber	\$45.6027	\$46.6287	\$47.6780	\$48.8699	\$50.0916
Plumber Foreman	\$49.8164	\$50.9373	\$52.0834	\$53.3854	\$54.7201

SECTION 2. Effective with this Agreement, in the event the hourly wage rate for a fulltime Journeyman Plumber or Foreman Plumber employed pursuant to this Agreement is less than the base hourly Prevailing Wage rate for Journeyman Plumber or Plumber Foreman within Sangamon County, said Journeyman Plumber or Foreman Plumber's wages shall be adjusted to said Prevailing Wage rate. Such adjustments shall not be applied retroactively. Such adjustments shall be paid beginning with the first pay period after such an increase in the Prevailing Wage becomes effective in Sangamon County on July 15 and shall include all hours worked from July 15 onward. Journeymen Plumbers hired on a temporary basis shall be paid the Prevailing Wage rate for their classification, including Pension and Welfare contributions, as certified by the Illinois Department of Labor for Sangamon County. Temporary employees will not be eligible for any other benefits provided for in this Agreement, including compensatory time.

2. Article VIII, Holidays, Section 1 – Add Juneteenth.

3. Article XIII, Sick Benefits, Section 9 – Remove the average and individualize, removing group incentive.

4. Article IX, Safety Incentive Program – Add Section 4 - Employees hired on or after July 1, 2024 shall not be eligible for safety bonus.

5. **Waiver of the paid leave for workers – Add Section 7 - Paid Leave for All Workers Act.**
The Union and employees covered by the Agreement explicitly waive the provisions of the Paid Leave for All Workers Act, 820 ILCS 192/15(n).

6. Article XXV Term - April 1, 2024 – March 31, 2028

2024-367

		Current Rate							
		2.25%		2.25%		2.50%		2.50%	
Charles Andy Wubker	Plumb Foremn	49.8164	50.937269	52.08335755	53.38544149	54.72007753			
	Plumber	45.6027	46.6287608	47.67790787	48.86985556	50.09160195			
Cliff Conrad	Plumber Appr	36.4822	37.3030495	38.14236811	39.09592732	40.0733255			
	Plumber	45.6027	46.6287608	47.67790787	48.86985556	50.09160195			
Charles Andy Wubker	Plumb Foremn	103,618.11	105,949.52	108,333.38	111,041.72	113,817.76			
	Plumber	94,853.62	96,987.82	99,170.05	101,649.30	104,190.53			
	Plumber Appr	75,882.98	77,590.34	79,336.13	81,319.53	83,352.52			
	Plumber	94,853.62	96,987.82	99,170.05	101,649.30	104,190.53			
	Plumber	369,208.32	377,515.51	386,009.61	395,659.85	405,551.34			
							Impact		
							87,903.02		

LABOR AGREEMENT
BETWEEN
UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY OF
U.S.A. AND CANADA,
LOCAL UNION #137

AND
CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES

April 1, 2024 – March 31, 2028

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ARTICLE III	GRIEVANCE PROCEDURE..... 3
ARTICLE IV	ARBITRATION..... 4
ARTICLE V	ELECTION OF REMEDIES 5
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LABOR AGREEMENT

This is a written Labor Agreement, (hereinafter referred to as "Agreement") reached between the authorized representatives of THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES, SPRINGFIELD, ILLINOIS, (hereinafter referred to as "The Employer") and LOCAL UNION NO. 137 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF U.S.A. AND CANADA, (hereinafter referred to as "Union").

ARTICLE I GENERAL PURPOSE OF AGREEMENT

- SECTION 1. The general purpose of this Agreement is to promote the mutual interests of the City and the Union to provide for the operation of the Utility under the methods which will further to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, and protection of property.
- SECTION 2. It is recognized by the Agreement to be the duty of the City and of the Union to cooperate fully, individually and collectively, for the advancement of said conditions.
- SECTION 3. Both parties hereto agree that this Agreement covers all work done by the employees of the classification scheduled herein, and that for the purpose of clarification of any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon by both parties and attached hereto and made a part of this Agreement.
- SECTION 4. Occupational Scope. Work jurisdictions which have traditionally and historically been assigned to the Union, shall continue to be so assigned.
- SECTION 5. Seniority - Seniority is the length of service in the bargaining unit with the Employer. The first twelve (12) months of employment shall be considered a probationary period, during which time the Employer may discharge any employee whose work is not acceptable to the Utility.

ARTICLE II UNION DUES

- SECTION 1. Upon the receipt of a written and signed authorization card of an employee, the City shall deduct the amount of Union dues and check-offs set forth in such card and any authorized increase therein, and shall remit such deductions to the Union at the address designated by the Union in accordance with the laws of the State of Illinois.
- SECTION 2. The Union shall certify to the City and provide the City with notice of the amount of the dues and check-offs at least annually. The Union shall advise the City of any dues or check-offs increases, in writing, at least thirty (30) days prior to the effective date.
- SECTION 3. The Employer shall pay the Union for the amounts withheld from each

employee paycheck on a monthly basis. A list of employees and the amount deducted from their paycheck shall be supplied to the Union.

SECTION 4.

The City recognizes the Union as the exclusive bargaining unit representative for all plumbers and pipefitters as historically recognized. The City will not discriminate against any employee because of his/her union membership in the Union or because any employee is serving as a representative of the Union.

ARTICLE III
GRIEVANCE PROCEDURE

SECTION 1.

CWLP agrees to meet with the duly accredited officers of the Local Union and/or its designees as outlined in this Section to resolve differences that may arise between the Employer and the Local Union.

A grievance for purposes of this Agreement shall be defined to mean a complaint or dispute between the parties as to issues relating to wages, hours, terms, conditions of employment, established procedures of the parties, and the meaning, interpretation or application of this Agreement to those issues.

The following steps shall be followed in processing a grievance under this procedure:

- Step 1. The steward on a job in case of a grievance shall take the matter up with the immediate supervisor of the Department in which the person is employed within five (5) working days of the time the union and/or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance.
- Step 2. If the grievance is not resolved satisfactorily within five (5) working days after submission in Step 1, the grievance shall be submitted in writing within five (5) working days to the Manager of the Department by the Local Union.
- Step 3. If the grievance is not resolved satisfactorily within five working (5) days after submission to Step 2, the Local Union shall submit the grievance in writing within five (5) working days to the General Manager or his designee.
- Step 4. If the grievance is not resolved satisfactorily at Step 3 within ten (10) working days after submission, then either party may submit the matter to arbitration according to the procedures set forth in Article IV. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the General Manager or within twenty (20) working days after such decision was due.

A grievance which is not processed within the requisite time limits shall be deemed to be accepted according to the Employer's last grievance response. Grievances may be withdrawn at any step of the grievance procedure.

The time limits at any step may be extended by written mutual agreement of the parties.

SECTION 2.

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union; provided that the Union shall be afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of the agreement in effect between the Employer and the Union.

1. The Employer must notify the Union of the dates and times of all meetings concerning such grievance.
2. If the Union contends that a settlement of such grievance is inconsistent with the contract or established procedures of the parties, the Union may file a grievance of its own.
3. Only the Union shall have the right to refer grievances to arbitration under the Agreement.

ARTICLE IV ARBITRATION

SECTION 1.

If the representatives of the Employer and of the Local Union are unable to resolve the grievance, then the grievance may be referred to arbitration in accordance with the procedures outlined below.

SECTION 2.

If unable to reach an agreement on an arbitrator, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the employer and the union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. The parties hereto agree that the decision of the arbitrator shall be final and binding on the parties hereto.

SECTION 3.

The fees and expenses for the arbitrator's services, if any shall be borne by the Employer if the arbitrator fully sustains the Union's grievance; by the Union if the arbitrator fully denies the Union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The arbitrator shall specify in his award how his fees and expenses shall be borne. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written

transcript; however, the cost of the arbitrator's copy shall be borne as provided for the fees and expenses of the arbitrator.

ARTICLE V
ELECTION OF REMEDIES

SECTION 1.

The City, the Local Union, and the employees covered by the terms of this Agreement agree that if a dispute or difference arises concerning the interpretation and/or application of the wages, hours and terms and conditions of employment in the Agreement (except disputes or differences involving discipline and/or discharge), that the Steps and provisions in the Grievance and Arbitration Articles shall be the exclusive procedures for resolving the dispute or difference. If a dispute or difference arises concerning discipline and/or discharge, the employee shall elect to have the matter processed under the provisions of either the grievance and arbitration procedure in this Agreement or procedures applicable under the City of Springfield Employment Policies; and, after selecting one of the two procedures, shall be deemed to have waived his rights under the other procedure.

ARTICLE VI
WAGES

SECTION 1.

		2.25%	2.25%	2.5%	2.5%
TITLE	CURRENT	4/1/2024	04/1/2025	04/1/2026	04/01/2027
Plumber	\$45.6027	\$46.6287	\$47.6780	\$48.8699	\$50.0916
Plumber Foreman	\$49.8164	\$50.9373	\$52.0834	\$53.3854	\$54.7201

SECTION 2.

Effective with this Agreement, in the event the hourly wage rate for a fulltime Journeyman Plumber or Foreman Plumber employed pursuant to this Agreement is less than the base hourly Prevailing Wage rate for Journeyman Plumber or Plumber Foreman within Sangamon County, said Journeyman Plumber or Foreman Plumber's wages shall be adjusted to said Prevailing Wage rate. Such adjustments shall not be applied retroactively. Such adjustments shall be paid beginning with the first pay period after such an increase in the Prevailing Wage becomes effective in Sangamon County on July 15 and shall include all hours worked from July 15 onward. Journeymen Plumbers hired on a temporary basis shall be paid the Prevailing Wage rate for their classification, including Pension and Welfare contributions, as certified by the Illinois Department of Labor for Sangamon County. Temporary employees will not be eligible for any other benefits provided for in this Agreement, including compensatory time.

SECTION 3.

Paychecks may be issued through direct deposit to employees to an institution of their choosing. For employees hired on or after the ratification of the 2017 contract, paychecks shall be issued through direct deposit.

ARTICLE VII
HOURS OF WORK AND OVERTIME

SECTION 1. Eight (8) consecutive hours between the hours of 7:00 a.m. and 3:30 p.m. shall constitute a day's work. Lunch will normally be from 12:00 p.m. to 12:30 p.m. unless operational needs dictate otherwise. Thirty (30) minutes shall be allowed for a lunch period. Lunch will be taken at the job site or the nearest available facility at the Utility within a five (5) minute drive. Forty (40) hours shall constitute a normal work week and all permanent employees working under this Agreement are entitled to full employment.

SECTION 2. The employer may change the hours of work if other crafts that plumbers are working with have different hours. These hours of work should be the same as the other crafts, and the change in hours of work shall be by mutual agreement of the parties.

SECTION 3. All employees shall receive their hourly rate of pay for moving from one job to another during working hours.

SECTION 4. All regular overtime shall be paid for at the rate of time and one-half. All work on Sundays or Holidays shall be at the double time rate. All emergency overtime shall be paid for at a rate of double time rate.

In the event an employee is required to work in excess of eight (8) hours in any workday or forty (40) hours in any workweek, the employee shall receive time and one-half the employee's regular hourly rate.

Effective November 1, 2005, with the exception of apprentices, an employee may be granted compensatory time off in lieu of overtime pay at the applicable overtime rate. Overtime hours may be split between compensatory time and pay at the employee's discretion. Compensatory time shall be taken in one hour increments, at the beginning of the work day or the beginning of the second half of the work day, subject to the approval of the supervisor. Compensatory hours not used shall be liquidated in cash on March 31 of each year.

SECTION 5. Emergency overtime shall be defined as any overtime work employees are asked to perform without having at least three (3) hours advance notification of such work, with the following exception: work during an employee's regular lunch period. It is all understood that the three (3) hours notification shall not apply on a regular workday when the Employer gives notification of work to the employee any time prior to the lunch period.

ARTICLE VIII
HOLIDAYS

SECTION 1. Employees working on holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include: New Year's Day, Martin Luther King's Birthday (third Monday in January), Lincoln's Birthday, Good Friday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday

after Thanksgiving, Christmas Eve, and Christmas. Employees who are regularly assigned to work shifts will observe all holidays on the day on which they fall. Other employees will observe all holidays on the day on which they fall or are legally celebrated. It is also agreed that should a holiday fall on a Saturday, the preceding Friday shall be celebrated by all employees who do not work Saturday, except as otherwise noted in this Agreement. When Christmas falls on Saturday, Thursday and Friday will be celebrated as Christmas Eve and Christmas. When Christmas falls on a Sunday, Friday and Monday will be celebrated as Christmas Eve and Christmas. When Christmas falls on a Monday, Monday and Tuesday will be celebrated as Christmas Eve and Christmas. A holiday schedule will be posted each calendar year.

On Labor Day no line or construction work shall be prearranged except as may be necessary to prevent danger to life or damage to property.

ARTICLE IX SAFETY INCENTIVE PROGRAM

- SECTION 1. For every employee who has no OSHA recordable injuries in a year; \$500 payable at the end of each injury-free year. Employees hired on or after July 1, 2024 shall not be eligible for this safety bonus.
- SECTION 2. For every employee group who has no OSHA recordable injuries in a year; \$250 in addition to the individual safety incentive payable at the end of each injury-free year. Employees hired on or after July 1, 2024 shall not be eligible for this safety bonus.
- SECTION 3. Employees who are disciplined for violation of a safety rule but who work without a lost time accident or two (2) OSHA recordable injuries will receive 50% of the initiatives

ARTICLE X GENERAL WORKING CONDITIONS

- SECTION 1. All members of the Union shall leave the Utility tool house on the job site at the regular starting time, and shall cease work in time to return to the tool house by the regular quitting time; at no time shall the time allowed be less than five (5) minutes.
- SECTION 2. The time going to and from the tool house and that part of the job site where work is in progress shall be considered as part of the working day.
- SECTION 3. In the event of a time clock or check system is ever set up on a job, members shall check in and out on the Employer's time.
- SECTION 4. The Employer is to furnish conveyances for all plumber tools and employees being moved from one job to another or a distance of more than one hundred (100) yards from the tool house.

- SECTION 5. Employees shall be responsible for the proper use and handling of the tools they are assigned. Tools found to be lost, stolen or broken due to carelessness or negligence will be the responsibility of the employee.
- SECTION 6. Men shall not be required to work outside in severe cold, stormy, or rainy weather, except such work as is necessary to carry on regular continuous service. The Employer shall be the judge of work to be performed in order to maintain continuous service. Severe cold weather shall be defined at 5° F. or below. A wind velocity of one mile per hour shall be the equivalent of minus one-half degree; e.g. 10°F. with wind velocity of 20-miles per hour is equivalent to 0°F. Intermittent gusts of wind shall not be considered severe cold weather when it is 15°F. or above regardless of wind velocity. Temperature and wind velocities of the U.S. The Weather Channel shall be used. This cold weather clause shall not apply when Plumbers are required to work with other crafts and these other crafts are working in the weather.
- SECTION 7. The Utility will supply uniforms for employees covered by this agreement.
- SECTION 8. The Employer shall provide one hundred percent (100%) of safety shoes or boots. Employees are required to wear these boots at all times. These boots shall be replaced on an as needed basis only upon return of the damaged or worn out boots and only if the Employer agrees on the need for replacement.
- The Employer shall furnish employee's covered by this Agreement with safety glasses including prescription glasses that meet the specifications and standards set forth by the Utility Safety Department. Safety glasses shall be replaced only upon return of the damaged or worn out items and only if the Employer agrees on the need for replacement.
- SECTION 9. Employees required to work in excess of two (2) hours after their regular quitting time shall be granted a nontaxable allowance of \$10.00 per meal for all meals earned. Meals shall not include any alcoholic beverages if the employee is returning to work.
- SECTION 10. Once City Council passes a residency ordinance, such ordinance shall apply for any employees hired after the effective date of the ordinance and to all current employees who reside within boundaries of the City of Springfield. Current employees living outside the of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them. If an employee living outside of the boundaries of the City of Springfield moves into the City of Springfield, then the requirements of the residency ordinance shall apply.

ARTICLE XI APPRENTICESHIP

- SECTION 1. The Employer and Union hereby agree to establish an Apprenticeship program the terms and conditions of which are as follows:
- SECTION 2. The City agrees to participate in the Fund for the Training of Apprentices and Journeyman Plumbers and Steamfitters of Local Union No. 137 ("Apprenticeship Fund"), be bound to the trust agreement of the Apprenticeship Fund, and adhere to the Apprenticeship Fund's Registered Apprenticeship Standards ("Standards").

Additionally, the City agrees to sign the Employer Acceptance Agreement, which is part of the Apprenticeship Fund's Standards. The terms and conditions of the apprenticeship program shall be established via the addition of the Standards as Appendix A to both the collective bargaining agreement and this Contract Amendment and Extension. Further, nothing contained within this Contract Amendment and Extension shall be construed to render the City as maintaining or administering the Apprenticeship Fund.

SECTION 3.

The ratio of journeymen to apprentices shall not be less than three (3) journeyman for every one (1) apprentice. However, nothing in this Contract Amendment and Extension shall require the City to employ an apprentice.

SECTION 4.

Wages paid to apprentices shall vary according to that individual's apprenticeship level. Apprentices hired on or after the October 1, 2016 ratification shall have wage rates according to the following chart:

APPRENTICESHIP LEVEL	% OF BASE JOURNEYMAN RATE
1st Year	50%
2nd Year	60%
3rd Year	70%
4th Year	80%
5th Year	90%

The Apprentice wage rate shall be adjusted on the same schedule as the base Journeyman wage rate as provided in Article VI, to maintain the employee's applicable apprenticeship level percentage of the base Journeyman wage rate at all times.

SECTION 5.

As an entity participating in the Apprenticeship Fund, the City acknowledges that apprentices will attend approximately six (6) weeks of classroom related instruction per year at the Apprenticeship Fund's training center. The City agrees to pay apprentices their normal wage rate during the time said apprentice are attending classroom related instruction, which is a required part of the Standards.

SECTION 6.

Effective August 1, 2020, the City shall pay the Training Rate contribution for each hour paid as certified by the Illinois Department of Labor for Plumbers/Pipefitters on all journeyman and apprentices covered by the Labor Agreement between the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of U.S.A. and Canada, Local Union #137 and the City of Springfield. The Training Rate contribution shall be in addition to the employees' normal wage rate and not a deduction. Copies of signed agreements between contractors or other employers and the respective Union shall be certified to the Illinois State Department of Labor by the International Representative of the respective Union and shall be considered adequate proof of the prevailing rate of training contributions to be paid. If the Department of Labor certifies the Training Rate, then the effective date of the Training Rate shall be the date that the Department of Labor certifies the Training Rate.

SECTION 7.

In the event that the Department of Labor fails to timely certify the prevailing Training Rate or otherwise fails to notify the Employer of the Training Rate for Sangamon County, the Employer shall accept the copies of current signed agreements between contractors or other employers and the respective Union that

were submitted to the Illinois State Department of Labor by the International Representative of the respective Union as adequate proof of the prevailing rate of the Training Rate in Sangamon County. In such event, the effective date of the Training Rate shall be April 1st of each year.

SECTION 8.

The Training Rate contribution to the Apprenticeship Fund shall be due and payable on or before the tenth (10) day of each month, covering hours paid to each employee covered by the collective bargaining agreement between the City and UA 137 through the last payroll period in the prior calendar month. Along with the remittance of the Training Rate contribution, the City shall file a monthly report in the form established by the Union or the Apprenticeship Fund.

SECTION 9.

This Contract constitutes a detailed written agreement between the parties to permit the Apprenticeship Fund to directly receive Training Rate contributions from the City on behalf of those employees of the City who are members of the Union.

SECTION 10.

In the event that the City no longer employs an apprentice, the City has the option to reopen the Contract for the sole and limited purpose of negotiating paragraphs 4-11. The parties expressly agree that during the course of any such limited negotiation that (1) the City shall not be required to pay the applicable Training Rate Contribution to the Apprenticeship Fund and (2) no other terms or condition of the collective bargaining agreement shall be subject to bargaining.

SECTION 11.

Any additional apprenticeship standards shall be attached to this Agreement in Appendix A.

ARTICLE XII
VACATIONS

SECTION 1.

Vacation leave per year with pay will accrue according to the following schedule:

After six (6) months	5 days
1 through 7 years	10 days
8 through 11 years	15 days
12 through 13 years	16 days
14 through 15 years	17 days
16 through 17 years	18 days
18 through 19 years	19 days
20 through 21 years	20 days
22 through 23 years	21 days
24 through 25 years	22 days
26 through 27 years	23 days
28 through 29 years	24 days
30 or more years	25 days

New employees hired will be entitled to five (5) days vacation at the conclusion of six (6) months of employment. This five (5) days is part of the employee's first year's vacation and may be used after six months or used as stated in the following paragraph.

Vacation may be taken between an employee's anniversary date of one year and his anniversary date of the succeeding year. Vacations can be taken in three (3) periods, with three (3) or more vacation weeks in the calendar year. Vacation time shall not accumulate from year to year, except that employees shall be permitted to carry over earned vacation time not used in one year to the following year (*i.e., employees will have up to a twenty-four (24) month time period to use vacation time before it is lost*). Carry over vacation time not used by the end of the successive year will be lost. To avoid this, management shall assign vacation time to those not requesting certain dates during open periods. The Utility operation shall not be jeopardized by allowing too many to go on vacation at one time.

The Supervisor in charge, at his discretion, may allow an employee a different division of vacation time, if, in his opinion, the employee's circumstances warrant it and it will not disrupt operations.

SECTION 2. The Employer agrees to respect the wishes of the employee's request as to the time to take vacations as nearly as practical according to their seniority.

SECTION 3. Vacation pay and will be paid at the time of retirement.

SECTION 4. An employee leaving the service of the Utility shall have his vacation time prorated according to the number of days accrued from their last anniversary date.

ARTICLE XIII LEAVES OF ABSENCE

SECTION 1. General Leave. The Employer may grant regular employees leaves of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed beneficial to City service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

Upon return from a general leave of three (3) months or less, the employee may return to a position equivalent to the one held prior to taking the leave. If the employee returns to work after a leave exceeding three (3) months and there is no equivalent position, the employee will be laid off in accordance with the procedures found in the Layoff/Recall Article.

An employee who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave, shall be considered to have abandoned his position and shall be terminated.

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

An employee on an unpaid leave of absence in excess of thirty (30) days shall not earn vacation or sick leave.

SECTION 2. Military Leave. Military leave shall be granted in accordance with applicable law. An employee who is a member of the National Guard or of a reserve unit of the Armed Forces of the United States will be granted leave for training sessions not to

exceed fourteen (14) calendar days provided that notice is given not less than thirty (30) days before the first day of absence. During annual training, the employee shall be paid his regular base salary upon receipt of the entire sum paid by the military unit.

Any employee of the City who shall be called, or enlists in the armed services shall be reinstated to his former position, including all of his seniority rights, provided he is then physically qualified to return to work. It is understood that in case of return of such employees, other employees will consent to such demotions or any other action necessary for the reemployment of such returned servicemen.

This section applies to situations where the military reserve force initiates the order, and is not meant to apply in situations where an employee's request is merely confirmed by the issuance of an order, nor is this section meant to apply to the weekend training programs.

SECTION 3.

Medical Leave. Regular employees who have utilized twenty (20) sick days or have exhausted all sick leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. This Section in no way affects IMRF eligibility or IMRF benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request of the employee for an additional period of up to three (3) months, at the Employer's discretion. Additional three (3) month extensions may be granted by the Employer if a physician certifies that the leave is a bonafide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Such leave cannot be arbitrarily or capriciously denied.

SECTION 4.

Jury Duty. An employee who loses time from work during his regularly scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the entire sum paid for jury service, which payment the employee shall submit to the City. In order to be eligible for such payment, the employee must submit a certificate of service duly signed by the Court Clerk. However, an employee may elect to fulfill such jury service on accrued vacation or personal leave and retain the full amount received for such jury service. An employee released from jury duty two or more hours from the end of his regularly scheduled shift shall return to work upon said release.

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

If an employee requests, he will be assigned the day shift for the duration of his jury duty. Subject to the approval of the supervisor, the employee may voluntarily trade shifts with another qualified employee working the day shift. If unable to trade shifts, an appropriately qualified relief man will be appointed to fill the individual's shift. If no relief man is available, management will assign a qualified employee from the day shift for exchange of shifts using inverse seniority.

SECTION 5.

Funeral Leave. Employees shall be granted a maximum of three (3) working days leave of absence at the regular rate of pay if a death occurs to one of the following: spouse, children, step children, mother, father, sister, brother, step mother, step father, step brother, step sister, grandparents, grandchildren, son or daughter-in-law, brother or sister-in-law, mother or father-in-law, legal guardian or other relatives that are members of the employee's household at the time of death.

Pay shall be granted only for employee's regular work days spent in making funeral arrangements, attending the funeral, and traveling to and from the funeral. Employees must notify the Job Steward and Superintendent in charge before leave is taken. Upon returning to work the employee shall sign a statement attesting to the time and place of the funeral he attended and the relationship to him of the deceased.

Employees attending a funeral as specified in the preceding paragraphs on any day which falls on any scheduled benefit time excluding sick time shall not be charged benefit time for that day.

In addition, up to two (2) sick days may be used to supplement a funeral leave provided that any funeral leave shall not exceed five (5) consecutive working days per occurrence. The use of such sick leave in conjunction with funeral leave shall not be taken into consideration for purposes of determining the number of sick days (instances) used per year or eligibility for the sick leave bonus.

SECTION 6.

Union Leave/Business. Any employee of the City who may be elected to or appointed to office in the Local Union that will require him to absent himself from duty to the Employer shall upon leaving that office be reinstated to his former position, including all his seniority rights, providing that he is then physically qualified to return to work. It is understood that in case of return of such an employee, other employees will consent to such demotions as are necessary to make room for him. Seniority rights shall continue if an employee is elected or appointed to a Union Office in the Local Union.

The Union representatives shall be granted reasonable release time off from duty at the straight time rate to investigate and process grievances.

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall

give reasonable notice to their supervisor of such absence and it does not affect the operating needs of the utility. Union representatives shall be allowed reasonable time off without pay for preparation for contract negotiations. A maximum number of one (1) employee will be released from duty without pay at any one time for the purpose of contract negotiations. The employee may utilize any accumulated time (compensatory time, personal, vacation days, not sick time) in lieu of taking such leave without pay.

Such time off shall not be detrimental in any way to the employee's record, or affect the employee's sick time bonus.

SECTION 7. Paid Leave for All Workers Act. The Union and employees covered by the Agreement explicitly waive the provisions of the Paid Leave for All Workers Act, 820 ILCS 192/15(n).

ARTICLE XIV
SICK BENEFITS

SECTION 1. Sick benefits will be paid to employees after six (6) months service as follows: Each employee covered by this Agreement shall accumulate sick leave at the rate of one (1) work day with 100% pay per month, up to a maximum of two hundred ten (210) days.

SECTION 2. It shall be the responsibility of the employee to see that his Supervisor is notified of his illness and his inability to work prior to the start of the work shift.

SECTION 3. Sick leave shall not be considered as a privilege or a vested right which an employee may use at his discretion, but shall be considered as a type of insurance which shall be allowed in case of necessity and actual illness, legal quarantine, or disability of the employee or illness in his immediately family, or to receive dental or medical care.

SECTION 4. If the employee shall be absent on sick leave for three (3) consecutive work days or more, he shall furnish a doctor's certificate reflecting the reasons for his absence. When a person has used thirty (30) days sick leave time to which he is entitled under this contract, all benefits under the IMRF shall be available to him/her, or he may use the balance of accrued sick leave time.

SECTION 5. Bargaining unit employees shall be provided the same group health and life insurance benefits as all other employees of the City of Springfield at the same premium rate.

SECTION 6. This disciplinary procedure will be based on the number of instances of absence during the previous twelve (12) month period. An instance is defined as any period of absence. An instance could be as little as ½ day sick time or any unlimited amount of sick time. An instance could also be considered several separate instances related to the same illness or treatment.

7 instances - verbal warning	8 instances - written warning
9 instances - 1 day suspension	10 instances - 5 day suspension
11 or more instances - greater than 5 days suspension or termination	

SECTION 7.

Employees shall not be compensated for more than a total of two (2) days in any contract year (October 1 to September 30) for illnesses which do not require a doctor's certificate. Employees who have accrued thirty (30) days sick leave at any time prior to the contract year and do not use more than one (1) day sick leave or are not absent without pay during the ensuing contract year shall be granted two (2) days leave with pay between October 1 and September 30 of the succeeding contract year. Employees who have accrued sixty (60) days sick leave at any time prior to the contract year and do not use more than one (1) day sick leave or are not absent without pay during the ensuing contract year shall be granted three (3) days leave with pay between October 1, and September 30 of the succeeding contract year. Employees who have accrued ninety (90) days sick leave at any time and do not use more than one (1) day sick leave or are not absent without pay during an ensuing contract year shall be granted five (5) days leave with pay between October 1 and September 30 of the succeeding contract year. Such leave shall be taken on consecutive work days. FMLA leave time shall be counted towards additional leave days eligibility. Employees who have accrued sick leave at the time of retirement or death, shall be granted and shall be paid five (5) days compensation for every twelve (12) days of accrued sick time up to a maximum of ninety (90) days. Employees hired on or after the ratification of this agreement shall no longer be eligible for sick leave payout.

SECTION 8.

Employees will be granted three (3) personal days per year that may be taken at the employee's discretion. New employees must be on the payroll at least ninety (90) days before being eligible for one (1) personal day; one hundred eighty (180) days for two (2) personal days; and two hundred seventy (270) days for three (3) personal days. Employees must give notice to the Utility at least twenty-four (24) hours in advance of the shift he desires to use as his personal day unless the personal day is used in lieu of sick leave. Effective April 1, 2006, employees in the bargaining unit for 270 days or more will receive 1 additional personal day. Effective April 1, 2007, employees in the bargaining unit for 270 days or more will receive 1 additional personal day. Effective April 1, 2017, all employees hired on or after April 1, 2017 shall be granted three (3) personal days per year.

SECTION 9.

If the average number of sick days taken by an employee who is covered by this contract is 2 days or less during the contract year beginning April 1, 2024, the employee using 2 sick days or less will receive a \$250.00 bonus at the end of the corresponding contract year. This item only applies to the contract years in the current contract. Effective April, 1 2024 through March 31, 2027, sick days covered under FMLA will be considered in determining an employee's eligibility for additional days.

SECTION 10.

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

ARTICLE XV
DUTY DISABILITY

SECTION 1.

Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended, provided that the first three (3) days of such disability shall be at full salary. Commencing with the fourth (4th) working day of disability, and continuing until and including the ninetieth (90th) calendar day from the date of the illness or injury, an employee who remains incapacitated for work shall be additionally compensated, as salary, for all workdays missed because of said illness or injury, an amount equal to the difference between compensation payable under the above-mentioned Acts and what his net salary would be were he not disabled. As used in the immediately preceding sentence, "net salary" shall mean "gross salary less State and Federal taxes, pension and union dues." The resulting amount, less deductions, shall be paid to the employee. Issues relating to compensability of work related injuries which cannot be resolved between the employer and employee shall be decided under the procedures of the Illinois Industrial Commission. Employees who become eligible for workers' compensation benefits on or after ratification of the 2017 agreement for a 30 day period or longer, shall not accrue sick or vacation benefit time while receiving workers' compensation benefits, unless specifically awarded pursuant to the Workers' Compensation Act, Award, or Settlement.

SECTION 2.

The employee will receive full time for the day of injury.

ARTICLE XVI
DRUG/ALCOHOL TESTING

SECTION 1.

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

SECTION 2.

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

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

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

3. Third Offense – The employee will be terminated.

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

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

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

If a drug test result is positive:

1. First Offense – The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.
2. Second Offense – Any employee who test positive for drugs and/or alcohol within five (5) years of his or her previous test will be automatically terminated.

SECTION 3.

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

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

SECTION 4.

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

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

5. A statement of expected work-related behaviors prior to returning to work.

Violation of the Return-to-Work Contract is grounds for discharge.

SECTION 5.

Confidentiality. Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanations provided by the Medical Review Officer (MRO) shall be held confidential. Such records and explanations may be disclosed among directors, managers and/or supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, Civil Service hearing charge, claim or other legal proceeding initiated by or on behalf of an employee.

Employees shall, upon written request, have access to their own results and to records relating to them which the MRO provides the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

ARTICLE XVII
ENTIRE AGREEMENT OF THE PARTIES

This represents the entire agreement of the parties, it being understood that there is no other agreement or understanding, either oral or written. The Employer understands that the Union is a fraternal society and, as such, and, in keeping with the provisions of the Labor-Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the Union or with respect to any other matters for its own use. However, such rules or regulations, whether contained in bylaws, constitution or otherwise, shall have no effect, directly or indirectly, upon this Collective Bargaining Agreement.

ARTICLE XVIII
INVALIDITY AND SEVERABILITY

SECTION 1.

Partial Invalidity. Should any part of this Agreement or any provision contained herein be judicially determined to be contrary to the State or Federal law, such invalidation of such part or provision shall not invalidate the remaining portion hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions.

ARTICLE XIX
NONDISCRIMINATION

SECTION 1.

Prohibition Against Discrimination. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit(s) without unlawful discrimination as to the age, sex, marital status, race, color, creed, national origin, political affiliation (or lack thereof) or physical or mental disability. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 2.

Equal Employment/Affirmative Action. The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable state and federal Equal Employment and Affirmative Action Actss, laws and regulations. The Union agrees that the Employer may take whatever steps necessary to comply with the Americans with Disabilities Act.

ARTICLE XX
DISCIPLINE

SECTION 1.

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

- (a) Verbal Warning
- (b) Written Warning
- (c) Suspensions
- (d) Discharge

Disciplinary action may be imposed upon a certified (non-probationary) employee for just cause. The Local Union will be notified of the disciplinary action.

ARTICLE XXI
LABOR MANAGEMENT MEETINGS

SECTION 1.

Labor-Management meetings will be conducted quarterly (if requested). Union and Management will submit agenda items to the designated representative fourteen (14) days prior to the scheduled Labor-Management meeting.

ARTICLE XXII
LAYOFF/RECALL

SECTION 1.

The employer has the right to employ, lay off, discharge and promote employees in accordance with the provisions of this Agreement. However, any employee laid off or discharged for any reasons other than lack of work or lack of funds may file a grievance pursuant to the procedure outlined in this Agreement and the layoff or discharge shall be processed in accordance with the Grievance and Arbitration Procedure in this Agreement. The reason for discharge or layoff shall be given to the employee and Union in writing and the Union may in all respects appear for and represent in its name or the employee's name the interest of the employee and the Union. In case of layoff, employees will be laid off by inverse order of seniority. Recall shall be by seniority. The Employer agrees to furnish the representatives of the Union a list of employees on layoff upon request.

ARTICLE XXIII
MANAGEMENT RIGHTS

SECTION 1.

Subject to the provisions of this Agreement and Public Act 83-1012, the Employer retains the inherent management authority and is vested with the exclusive right to control its operations, to establish reasonable rules and regulations, to determine its

policies, its over-all budget, the manner of exercise of its functions, and the direction of its workforce and to maintain efficiency provided the exercise of such rights by management does not conflict with specific provisions of this Agreement.

ARTICLE XXIV
NO STRIKE/NO LOCKOUT

- SECTION 1. During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns, sympathy strikes or other disruptive activity for any reason by the Union or by any employee and there shall be no lockout by the employer.
- SECTION 2. Nothing in this Agreement shall be construed to limit or restrict the right of the Union or the Employer to pursue fully any and all remedies available under law in the event of a violation of this Article.
- SECTION 3. The quitting of labor by an employee or employees in good faith because of abnormally dangerous conditions for work at the place of employment of such employee shall not be deemed a strike under this Contract.

ARTICLE XXV
DURATION, AMENDMENT AND TERMINATION

- SECTION 1. Term. This Agreement shall become effective April 1, 2024 and shall be extended to March 31, 2028. It shall continue in effect from year to year thereafter, unless notice for amendment or termination is given in the manner provided herein.
- SECTION 2. Notice to Amend or Terminate. Either party desiring to amend or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the termination date.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2024.

Misty Buscher, MAYOR
City of Springfield

Date

For the Union

Date

ORDINANCE FACT SHEET

DATE OF 1st READING: September 3, 2024

CONTACT PERSON: Nicholas Correll

OFFICE REQUESTING: Human Resources

PHONE NUMBER: (217)789-2446

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

FISCAL IMPACT: See attached

SUGGESTED TITLE: SEE ATTACHED.

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: 4/1/2024 - 3/31/2028

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ 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.)

See attached summary of changes and fiscal impact review.

STAFF ANALYSIS

The prior contract expired on March 21, 2024, this is a new collective bargaining agreement for a four (4) year term, with a 2.25% increase for the first two years and a 2.5% increase for the last two years. This agreement has been voted on and approved by the Union.

FUNDS CHECK BY: Kerfoot, Benjamin R. Digitally signed by Kerfoot, Benjamin R.
Date: 2024.08.29 14:56:05 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Baker, Nikki L. Digitally signed by Baker, Nikki L.
Date: 2024.08.29 08:02:42 -05'00'

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

Metzger, Ramona M. Digitally signed by Metzger, Ramona M.
Date: 2024.08.29 16:03:57 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-367

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF PROJECT NEXT GENERATION LIBRARY SERVICES AND TECHNOLOGY ACT GRANT NO. 25-3027-PG FROM THE STATE OF ILLINOIS STATE LIBRARY, IN THE AMOUNT OF \$18,360.00 AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$18,360.00, FOR LINCOLN LIBRARY

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

WHEREAS, the State of Illinois State Library has approved Project Next Generation Library Services and Technology Act Grant No. 25-3027-PG, in the amount of \$18,360.00 to promote, support, implement and maintain library services for the cultural, educational, and economical development to the State of Illinois; and

WHEREAS, it is in the best interest of the City of Springfield to accept this Project Next Generation Library Services and Technology Act Grant from the State of Illinois State Library; and

WHEREAS, Lincoln Library is requesting a supplemental appropriation in the amount of \$18,360.00; and

WHEREAS, a copy of the Project Next Generation Library Services and Technology Act Grant No. 25-3027-PG shall be on file in the city clerk's office.

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

Section 1: That the City Council hereby accepts the Project Next Generation Library Services and Technology Act Grant No. 25-3027-PG, in the amount of \$18,360.00, from the State of Illinois State Library to promote, support, implement and maintain library services for the cultural, educational, and economical development to the State of Illinois. The Mayor and the City Clerk are hereby authorized to execute any documents needed on behalf of the City of Springfield, Illinois.

Section 2: That the City Council hereby approves a supplemental appropriation in the amount of \$18,360.00 for the Office of Public Works.

Section 3: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
003-116-LIBR-LIBR-1860	\$18,360.00
INTO EXPENDITURE ACCOUNTS	AMOUNTS
003-116-LIBR-LIBR-1232	\$6,000.00
003-116-LIBR-LIBR-1402	\$1,000.00
003-116-LIBR-LIBR-1416	\$11,360.00
Total:	\$18,360.00

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

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

 8/29/24

Office of Corporation Counsel / Date

CFDA#: 45.310
ACCOUNT CODE: 470-35010-4900-00-00 (2253)
OBLIGATION #: 25SL538136

A G R E E M E N T
Project Next Generation
Library Services and Technology Act
Federal FY24 Funds

THIS AGREEMENT, entered into by and between **CITY OF SPRINGFIELD LINCOLN LIBRARY**, hereinafter referred to as the Subgrantee, and the **OFFICE OF THE SECRETARY OF STATE, ILLINOIS STATE LIBRARY**, hereinafter referred to as the **PRINCIPAL**.

WHEREAS, it is the public policy of the State of Illinois to promote, support, implement, and maintain library services for the cultural, educational, and economic development of the State of Illinois and of the inhabitants of the State of Illinois, and,

WHEREAS, the Secretary of State as State Librarian is authorized and empowered to do all things necessary and proper to fully cooperate with the Institute of Museum and Library Services (IMLS) in the administering of any act heretofore or hereafter enacted for the purpose of appropriation of funds to:

- 1) Expand services for learning and access to information and educational resources in a variety of formats, in all types of libraries, for individuals of all ages in order to support such individuals' needs for education, lifelong learning, workforce development, and digital literacy skills;
- 2) Establish or enhance electronic and other linkages and improve coordination among and between libraries and entities, as described in 20 U.S.C. § 9134(b)(6), for the purpose of improving the quality of and access to library and information services;
- 3) Provide training and professional development, including continuing education, to enhance the skills of the current library workforce and leadership, and advance delivery of library and information services, and enhance efforts to recruit future professionals to the field of library and information services;
- 4) Develop public and private partnerships with other agencies and community-based organizations;
- 5) Target library services to individuals of diverse geographic, cultural, and socioeconomic backgrounds, to individuals with disabilities, and to individuals with limited functional literacy or information skills;
- 6) Target library and information services to persons having difficulty using a library and to underserved urban and rural communities, including children (from birth through age 17) from families with incomes below the poverty line (as defined by the Office of Management and Budget and revised annually in accordance with 42 U.S.C. § 9902(2)).
- 7) Develop library services that provide all users with access to information through local, State, regional, national, and international collaborations and networks.

WHEREAS, the Subgrantee has submitted an application for grant funding to the Illinois State Library, and,

WHEREAS, the Illinois State Library and its internal and external ad hoc review committees have reviewed the guidelines and/or proposal for the Project and recommended that the Principal contract with the Subgrantee to perform the Project as set forth in the guidelines and/or proposal, if any, and,

WITNESSETH, that said PRINCIPAL does hereby agree to provide funds for Subgrantee's Project as set forth in the proposal and Subgrantee hereby accepts such funding upon the terms and conditions hereinafter provided.

ARTICLE 1. TERM: Subject to the provisions for termination as hereinafter provided, this Agreement shall become effective on 07/01/2024 and be terminated on 06/30/2025.

ARTICLE 2. DUTIES: The Subgrantee shall provide the services described in the FY2025 Grant Application on file at the Illinois State Library and incorporated herein as if fully set forth. The approved budget for permissible expenditures is attached herewith as Attachment A and incorporated by reference. In fulfilling the assigned duties and responsibilities under this Agreement, the Subgrantee agrees to perform and respond in a professional manner, and to meet any and all agreed upon deadlines.

ARTICLE 3. TERMINATION/EXTENSION: Either party may terminate this Agreement at any time upon thirty (30) calendar days written notice to the other party. Upon termination the Subgrantee shall return to the Principal all unexpended grant funds. The Subgrantee shall also reimburse the Principal for any grant funds expended in contravention of the grant terms and for any unaccounted for grant funds. The term of this Agreement may be extended in writing signed by both parties. Any such extension shall be attached to this Agreement and made a part hereof as though it were incorporated and included herein.

ARTICLE 4. PAYMENT: For and in consideration of the delivery of said services as set forth in Article "2" above, Principal shall award a grant in an amount not to exceed Eighteen Thousand Three Hundred Sixty Dollars (\$18,360.00) of Federal FY24 funds available, payable in the following manner:

—Reimbursable by request of the Grantee.

All granted funds must be encumbered prior to 06/30/2025 and expended no later than forty-five (45) days after the end of the Agreement term.

ARTICLE 5. FUNDING: Funding for the Project shall come from, and is subject to, a valid appropriation for the Museum and Library Services Act. 20 U.S.C. §§ 961, *et seq.* as amended.

Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or the federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

Funding provided hereunder by Principal shall be used only for the purpose described in this Agreement.

The Subgrantee may receive and expend funds or special grants from sources other than the Principal, to further the implementation of the Plan (Attachment A). The Principal, however, shall not be obligated to reimburse the Subgrantee for any amount in excess of the maximum amount specified in Article "4" of the Agreement.

ARTICLE 6. WORK PRODUCT: Subgrantee is granted permission to copyright the original materials created pursuant to this Agreement, subject to the following limitations:

- (a) The State of Illinois reserves a royalty-free, nonexclusive, irrevocable, worldwide license to reproduce, distribute copies of, display and perform all such materials for non-commercial purposes; provided, however, that in all such uses, the State of Illinois shall acknowledge that the materials are copyrighted by CITY OF SPRINGFIELD. The notice for visually perceptible copies should contain the word "Copyright" or the symbol ©, the year of first publication of the work, and the name of the owner of the copyright (e.g., "Copyright 2024 LINCOLN LIBRARY"); and

- (b) All such materials shall be made accessible without charge via the Internet and on a cost-recovery basis in any other format to all libraries, archives and any other state or local government agencies involved in activities related to digital information access and preservation; and
- (c) In all publications of such materials, the Subgrantee shall acknowledge the materials were developed pursuant to a Library Services and Technology Act grant administered by the Illinois State Library using funds provided by the U.S. Institute of Museum and Library Services. The Principal understands all MATERIALS ARE PROVIDED HEREUNDER "AS IS" WITHOUT WARRANTY OF ANY KIND. The contents do not necessarily represent the policy of the Institute of Museum and Library Services or the Principal, and endorsement by the Federal Government or the Principal should not be assumed. Any other use of the original materials by the State of Illinois shall be subject to a separate written agreement between the State of Illinois and the Subgrantee.

ARTICLE 7, LIABILITY: The Principal does not assume any liability for acts or omissions of the Subgrantee and such liability rests solely with the Subgrantee.

ARTICLE 8, INDEPENDENT CONTRACTOR STATUS: The Subgrantee is an independent contractor to the Principal, and neither the Subgrantee nor persons employed by the Subgrantee shall represent themselves as employees or agents of the Principal.

ARTICLE 9, APPLICABLE LAW: This Agreement shall be governed in all respects by the laws of the State of Illinois, which include but are not limited to the Illinois Grant Funds Recovery Act (30 ILCS 705), the Illinois Freedom of Information Act (5 ILCS 140) and the Attorney General Act (15 ILCS 205). Any claims against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/8. The State of Illinois does not waive sovereign immunity by entering into this Agreement. The official text of cited statutes is incorporated by reference (an unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the United States and Illinois Constitutions, the Illinois Human Rights Act, the United States Civil Rights Act, and Section 504 of the Federal Rehabilitation Act and other applicable laws and rules, the Principal does not unlawfully discriminate in the awarding of grants or any other activity.

ARTICLE 10, NOTICES: All notices required under the terms of this agreement shall be delivered in person or by certified or registered mail with return receipt to the last known address of the parties hereto.

ARTICLE 11, BREACH: Any breach of this Agreement by the Subgrantee will allow the Principal to terminate this Agreement without penalty and have any other available relief. Failure to declare a breach on one occasion does not act as a waiver to declare a breach on another occasion.

ARTICLE 12, AUDIT REQUIREMENT: The Subgrantee agrees to provide the Principal with a copy of their annual agency-wide audit upon completion of this Agreement if cumulative disbursements from any grant program administered by the Principal total \$175,000 or more during the current annual state fiscal period of July 1 – June 30. 23 Ill. Adm. Code 3035.140.

ARTICLE 13, CONSULTING SERVICES: The Principal agrees to provide, from the staff so designated at the Illinois State Library, consulting services for the Project and sufficient information to the Subgrantee to promote a successful Project.

ARTICLE 14, REPORTING REQUIREMENTS: The Subgrantee agrees to supply the Principal with the following reports and records: Quarterly financial reports and program progress reports are due no later than 15 days following the end of every quarter during the term of this Agreement. An additional LSTA Post-Project Report is due 60 days after the end of the Agreement term. Required reporting forms and instructions will be supplied to the Subgrantee by the Principal in a timely fashion.

If any *obligated* grant funds remain at the end of the grant period, the Subgrantee further agrees to:

- (a) Liquidate all obligated funds with all goods received within 45 days of the end of the grant period;
- (a) File a final expenditure report showing expenditure of obligated grant funds no later than 45 days after the end of the grant period; and,
- (b) Return all unexpended obligated funds to the Illinois State Library within 45 days after the end of the grant period.

The Subgrantee agrees to exercise good faith in the performance of this Agreement and to provide such additional information as the Principal determines is necessary and appropriate for an evaluation of the success of the Project.

ARTICLE 15. ILLINOIS GRANT FUNDS RECOVERY ACT: This Agreement is subject to the terms of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, *et seq.* All funds remaining at the end of this Agreement shall be returned to the Principal within 45 days.

Any grant funds that have been misspent or are being improperly held are subject to recovery by the Principal or alternatively by the Attorney General. The Principal shall take affirmative and timely action to recover all misspent or improperly held grant funds. In order to effectuate the recovery of such grant funds, the Principal may use any one or a combination of the following:

- (a) offset against existing grants of, or future grants to be made;
- (b) authorize the offset from existing grants of, or future grants to be made by other state agencies;
- (c) authorize the Comptroller to offset any payment from any funds administered by the Comptroller for payment to the Subgrantee;
- (d) initiate any debt collection method authorized by law to any private person; or
- (e) remove the Subgrantee from any of the Principal's programs and forbid the Subgrantee's participation in any such future grant programs for a period not to exceed 2 years.

ARTICLE 16. CRIMINAL BACKGROUND VERIFICATION: The Subgrantee acknowledges that the Principal reserves the right to require a fingerprint criminal background verification and the Subgrantee, Subgrantee's officers, employees or agents who would directly supervise or physically perform the grant and said persons agree to submit to the same. Such fingerprint criminal background check may be completed by the Principal fingerprinting the Subgrantee or the Subgrantee may submit to the Principal a report compiled by an outside entity in a format and with information acceptable to the Principal reflecting the results of the criminal background check. Such fingerprinting may occur prior to the effective date of this Agreement, but no later than five (5) days after the Agreement has commenced. It is acknowledged and agreed by the Subgrantee that failure to submit to such fingerprint background check may result in an immediate termination of the Agreement. Further, a criminal history report may result in immediate termination of the Agreement.

For a Subgrantee that utilizes various staff to perform the duties in the Agreement, the Subgrantee and staff must comply with the requirements above for each and every individual performing the work outlined in this Agreement and/or who have access to State of Illinois facilities.

ARTICLE 17. DRUG-FREE WORKPLACE: The Subgrantee agrees to provide a drug-free workplace as provided in 30 ILCS 580/1, *et seq.*

ARTICLE 18. RECORDS AND DOCUMENTATION: The Subgrantee shall maintain, for a minimum of five years if federally funded from the later date of either:

- (a) the final payment under the Agreement; or
- (b) the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement, the Agreement and all books, records, and supporting documents related to the

Agreement shall be available for review and audit by the Principal, Attorney General and Auditor General; and the Subgrantee agrees to cooperate fully with any audit conducted by the Auditor General 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 Principal for the recovery of any funds paid by the Principal under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

All grant funds for the Project shall be accounted for separately from other Subgrantee receipts and expenditures. Whether or not an audit report is required to be submitted by the Subgrantee, the Principal reserves the right to verify the existence and financial condition of this separate fund at any time during the period of this Agreement and for five (5) years after the termination date of the Project, or the actual completion date of the Project, whichever date is later in time.

ARTICLE 19. AUTHORIZATION TO CONDUCT BUSINESS IN THE STATE OF ILLINOIS:

Subgrantees must be in compliance with 805 ILCS 5, *et seq.* regarding the authority to conduct business in the State of Illinois. *If applicable* a Certificate of Authority to Transact Business in Illinois may be obtained by contacting the Illinois Secretary of State Business Services Division at 217/782-1834. Application Forms may be downloaded from the following web address:

http://www.ilsos.gov/publications/pdf_publications/bca1315.pdf

ARTICLE 20. VALID DRIVERS LICENSE: If Agreement duties require the Subgrantee to drive a vehicle in order to perform Agreement services the Subgrantee must be in possession of a valid drivers license. The Subgrantee shall immediately notify the Principal in the event the Subgrantee's license is revoked, suspended, expires or is otherwise deemed invalid. Proof of the validity of the Subgrantee's license may be required at any time during the term of this Agreement.

ARTICLE 21. PROJECT MODIFICATIONS: Subgrantee is granted permission to make modifications to the project pursuant to this Agreement, subject to the following limitations:

- (a) **Substantial Changes Requiring a Contract Amendment:** The Subgrantee agrees to make no "substantial changes" in the Project without the prior written approval of the Principal. Any adjustment by the Subgrantee to overspend any combination of the approved contracted budget lines by more than 10% of the total grant award shall be considered a "substantial change." Any increase to a budget line currently approved at \$0 shall be considered a "substantial change." All formal amendments to the contract must be submitted for review and approval no later than two full months prior to the end of the contract period outlined in Article 1 Term, above.
- (b) **Non-Substantial Changes:** The Subgrantee has sole discretion to move up to 10% of the total grant award between approved budget lines with no change to the total funding amount. The Principal shall report all "non-substantial" changes in the reports following the changes, and notify the Principal immediately on project personnel changes.

ARTICLE 22. CHILDREN'S INTERNET PROTECTION ACT (CIPA): The Subgrantee will comply with CIPA as required for the type of library agency and as appropriate for all groups of libraries directly involved with grant activities. (H.R. 4577). (Public Law 106-554). The Act places restrictions on the use of funding that is available through the Library Services and Technology Act, Title III of the Elementary and Secondary Education Act, and on the Universal Service discount program known as E-rate. These restrictions take the form of requirements for Internet safety policies and technology that block or filter certain material from being accessed through the Internet. No LSTA funds made available for public elementary school library, a public secondary school library, a public library or any consortia with these groups of libraries will purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet unless the library(s) has in place a policy of:

- (a) Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; or (III) harmful to

- minors; and is enforcing the operation of such technology protection measure during any use of such computers by minors; and
- (b) Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; and is enforcing the operation of such technology protection measure during any use of such computers.

ARTICLE 23. ENTIRE AGREEMENT: In the event of a conflict between the Secretary of State contractual agreement and any Subgrantee's terms or conditions, the Secretary of State terms shall prevail and control. If there is a contradiction, conflict, or inconsistency between the Secretary of State contractual provisions and any Subgrantee term and conditions, including any Subgrantee attachments, the contradiction, conflict, or inconsistency shall be resolved in favor of the Secretary of State contractual provisions. This instrument, including Attachment "A," "State Certifications," and "Federal Certifications" incorporated by reference, contains the entire agreement of the parties. The Agreement may not be changed orally, but only by agreement in writing signed by the party whom enforcement of any waiver, modification, extension, or discharge is sought.

ARTICLE 24. OATH: The Subgrantee certifies under oath that all information in this Agreement is true and correct to the best of the Subgrantee's knowledge, information, and belief; that the grant funds shall be used only for the purposes described in this grant Agreement; and that the award of grant funds is conditioned upon said certification.

This Agreement shall be signed and executed in three (3) copies by the parties hereto; the Principal shall retain at least one copy and one copy shall be delivered to the Subgrantee. Each of the executed copies of this Agreement is valid and each executed copy shall be deemed an original.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, on the day and in the year written below.

SUBGRANTEE

**CITY OF SPRINGFIELD
LINCOLN LIBRARY**
326 South Seventh Street
Springfield, IL 62701-1621

ILLINOIS STATE LIBRARY

Greg McCormick Date
Director

Subgrantee Signature Date

Signature Name (Typed or Printed)

Signature Title

ALEXI GIANNOULIAS Date
Secretary of State,
Acting in his capacity as
Secretary of State and not
individually.

STATE CERTIFICATIONS

Subgrantee acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this grant. By executing this Agreement, including these Certifications, Subgrantee certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance. If the Principal or Subgrantee determines that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections but the statutory basis for the determination must be provided by the Subgrantee.

1. The Subgrantee certifies that this Agreement is not in violation of 5 ILCS 385/3 prohibiting certain contracts to individuals who are in default on an educational loan.
2. The Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12101, *et seq.*, and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned Subgrantee certifies that services, programs, and activities provided under this Agreement are and will continue to be in compliance with the ADA.
3. The Subgrantee certifies that neither the Subgrantee nor any person associated with the Subgrantee pays dues or fees on behalf of its employees or agents or reimburses or otherwise subsidizes them for payment of dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.
4. The Subgrantee is presently in compliance with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto. 775 ILCS 5/2-105.
5. The Subgrantee certifies that the Subgrantee has informed the director of the department in writing if the Subgrantee was formerly employed by that agency and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code based on retirement before 1993. The Subgrantee acknowledges and agrees that if such early retirement incentive was received, this Agreement is not valid unless the official executing the Agreement on behalf of the department has made the appropriate filing with the Auditor General prior to execution. 30 ILCS 105/15a. Individuals who receive any early retirement incentive under section 14-108.3 or 16-133.3 of the Illinois Pension Code as amended by the 92nd General Assembly based on retirement in 2002 or later are prohibited from contracting with the Principal.
6. The Subgrantee certifies that neither the Subgrantee nor any substantially owned affiliated company is participating, nor shall participate, in an international boycott which is in violation of the provisions of the U.S. Export Administration Act of 1979, or the regulations of the U.S. Department of Commerce promulgated under this Act. 30 ILCS 582/5.
7. The Subgrantee certifies in accordance with Illinois Law 30 ILCS 583/1, *et seq.* that no foreign made equipment, materials, or supplies furnished to the State under the Agreement have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
8. The Subgrantee certifies in accordance with 30 ILCS 584/1, *et seq.* that no foreign-made equipment, materials, or supplies furnished to the State under the Agreement have been produced in whole or in part by the labor of any child under the age of 12.

9. This Agreement is in compliance with requirements of the Corporate Accountability for Tax Expenditure Act. 20 ILCS 715/1, *et seq.*
10. Illinois Law 415 ILCS 5/1, *et seq.* prohibits the bidding on or entering into contracts with the State of Illinois or a State Agency by a person or business found by a court or the Pollution Control Board to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of order.
11. The Subgrantee certifies that:
 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 a) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 b) I am a U.S. person (including a U.S. resident alien).
- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a/ on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach the IRS acceptance letter (CP261 or CP277).

Subgrantee Name: CITY OF SPRINGFIELD LINCOLN LIBRARY

Taxpayer Identification Number:

Social Security Number:

Or

Federal Employer Identification Number (FEIN): 376002037

Legal Status (check one):

☐ Individual
☐ Sole Proprietor
☐ Partnership/Legal Corporation
☐ Tax-exempt
☐ Corporation providing or billing medical and/or health care services
☐ Corporation NOT providing or billing medical and/or health care services

☐ Government
☐ Nonresident Alien
☐ Estate or Trust
☐ Pharmacy (Non-Corporation)
☐ Pharmacy/Funeral Home/Cemetery (Corporation)
☐ Limited Liability Company (select applicable tax classification)
☐ D = disregarded entity
☐ C = corporation
☐ P = partnership

FEDERAL CERTIFICATIONS – NON-CONSTRUCTION PROGRAMS

Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB)
(SF-424B)

As required by OMB, the Subgrantee certifies that it:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, and includes taking reasonable steps to ensure meaningful access to the information, programs and services the Subgrantee provides to all patrons including Limited English Proficiency (LEP) patrons; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, and includes the provisions set out in 45 C.F.R. Part 1170, titled *Nondiscrimination on the Basis of Handicap in Federal Assisted Programs or Activities*; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as

a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451, *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1, *et seq.*).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131, *et seq.*) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801, *et seq.*), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of the Trafficking in Persons Act (22 U.S.C. § 7104(g)) which prohibits engaging in trafficking in persons, procuring a commercial sex act or using forced labor and authorizes IMLS to terminate the contract upon violation of the Act.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will assure transactions for the purposes of this grant will not knowingly be made with parties who have been debarred or suspended from receiving Federal financial assistance under Federal programs and activities (Debarment and Suspension Certification). See Excluded Parties List System at <https://www.sam.gov>

Authorized Subgrantee Signature Date

Signature Name (Typed or Printed)

Signature Title

ILLINOIS STATE LIBRARY - GRANT APPLICATION

Travel: Include travel costs for project staff and/or participants. Travel must be related to project activities and considered educational, not entertainment. This includes transportation as well as costs and fees for educational sites, meetings or programs if appropriate. Budget the most economical mode of transportation, considering travel time, costs and purpose for travel. Provide the number of travelers, destination and purpose for travel, and a description of the types of travel expenditures expected (i.e., mileage, registration fees).

Number of Travelers	Destination and Purpose	Type of Travel Expenditures	\$ Amount
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
TOTAL			\$0

Supplies/Materials: Include costs for supplies and materials purchased specifically for the project. This includes books, nonprint resources, software, virtual or tangible materials, and computing devices if the acquisition cost per unit is less than \$5,000.

TOTAL \$11,360

Provide descriptions and quantities of all supplies and materials proposed.

Pro Co EXM-5 Excellines XLR Female to XLR Male Patch Cable: \$50 (From Sweetwater.com)
 10 I pads (10th generation): \$3500 (For example, 10 Apple iPads (10th Generation): with A14 Bionic chip, 10.9-inch Liquid Retina Display, 64GB from Amazon \$349 each.)
 10 Apple Pencils (USB C):\$800 (For example, 10 Apple Pencils-USB-C on from Amazon \$69 each
 Procreate (Design and Drawing Program for Ipad) \$100 (\$10 per ipad on the Apple App Store)
 6 Sewing Machines: \$550 (For example 6 SINGER | M1000.662 Sewing Machines - 32 Stitch Applications from Amazon \$89.99 each as of (4/16/2024)
 Fabric: \$1000 (Bought from Joann Fabrics for precise amount)
 Thread: \$200 (Bought from Joann Fabrics that will suit fabrics purchases)
 Extra sewing needles: \$100 (Bought from Joann fabrics)
 Adobe Suite Licenses for 10 iPads: \$3300 (From the adobe creative suite website, \$330 per yearly license)
 Pro Co BP-5 Excellines Balanced Patch Cable - 1/4-inch TRS Male to 1/4-inch TRS Male: \$40 (From Sweetwater.com)
 10 Bus passes for youth to have easy access to the library: passes are pay-as-you go, starting off with \$40 per pass and refilling as-needed: \$600 (From the Sangamon Mass Transit District website)
 Rode SC18 USB-C to USB-A Cable: \$20 (from Sweetwater.com)
 Cable Matters [USB-IF Certified] 40Gbps USB 4 Cable 3.3 ft: \$20 from Amazon
 2 Shure SM7dB Active Dynamic Microphone: \$1000 (From Sweetwater.com)
 Ultimate Support MC-40B Pro Adjustable Boom Mic Stand: \$60 (from Sweetwater.com)
 Zoom XLR-6c Mic Cable Color ID Rings \$20 (from Sweetwater.com)

ILLINOIS STATE LIBRARY • GRANT APPLICATION

Equipment: Only for individual items costing \$5,000 or more.

TOTAL \$0

Provide descriptions as well as quantities of equipment proposed and cost.

Services: Services may include, but are not limited to, hiring a firm to provide instruction and training as well as technical assistance, outsourcing and databases. Budget project activities to be undertaken by a third-party contractor or vendor as services.

TOTAL \$6,000

Identify the costs and parameters for grant-funded services or activities, including the name of the vendor, firm or organization providing the direct service, if known.

Podcasting Instructor(s) (for five classes): \$1500
Financial Literacy Instructor(s) (For five classes): \$1500
Sewing Instructor(s)(For five classes): \$1500
Digital Design Instructor(s)(For five classes): \$1500

ILLINOIS STATE LIBRARY • GRANT APPLICATION

BUDGET SUMMARY:

Budget Line	Total
Salaries/Wages/Benefits	\$0
Consultant Fees	\$0
Travel	\$0
Supplies/Materials	\$11,360
Equipment	\$0
Services	\$6,000
Total Direct Costs	\$17,360

Indirect (Facilities and Administrative) Costs: Indirect costs are incurred for the organization's overall objectives and, therefore, cannot be identified specifically for a particular project. Typical examples of indirect costs are general telephone service, audit costs, utilities, general office supplies, and administrative or financial operations such as audit costs. If you choose to request indirect costs, you must exclude all indirect-cost-type items from other budget lines.

Choose One:

No Indirect Costs	\$0
Indirect Costs not to exceed 10% of the Total Direct Costs. • For all grants awarded state funds, OR • Grants awarded federal funds, such as LSTA, for applicants with no federally negotiated indirect cost rate.	\$1,000
Indirect Costs not to exceed the Federally Negotiated Indirect Cost Rate of ____%. • Only for grants awarded federal funds, such as LSTA, AND • Limited to those agencies with a federally negotiated indirect cost rate. Attach documentation to confirm the negotiated rate.	\$0

Total Grant Request	\$18,360
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ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING: 09/03/2024

OFFICE REQUESTING: Lincoln Library

CONTACT PERSON: Matt Johnson

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Grant Award

FISCAL IMPACT: \$ 18,360.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION AND SUPPLEMENTAL APPROPRIATION OF PROJECT NEXT GENERATION LIBRARY SERVICES AND TECHNOLOGY ACT GRANT # 25-3027-PNG FROM THE STATE OF ILLINOIS STATE LIBRARY IN THE AMOUNT OF \$18,360.00 FOR LINCOLN LIBRARY,

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

Grant Agreement

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO:

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$18,360

(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	003	116	LIBR	LIBR	1860	\$ 18,360.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	003	116	LIBR	LIBR	1232	\$6,000.00
2	003	116	LIBR	LIBR	1402	\$ 1,000.00
3	003	116	LIBR	LIBR	1416	\$ 11,360.00
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorize the acceptance and execution of Grant #25-3027-PNG to promote, support, implement, and maintain library services for the cultural, educational, and economical development of the State of Illinois.

SIGN OFF:

(Mayor's Signature)

(Director of CBM)

2024-368

**AN ORDINANCE AUTHORIZING VARIOUS SUPPLEMENTAL
APPROPRIATIONS FOR YEAR-END BUDGET RECONCILIATION
FOR FISCAL YEAR 2024, 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 Office of Budget and Management is requesting a supplemental appropriation in the amount of \$13,633,154.00 for the purpose of reconciling expenses to budget authority for year-end FY2024 as shown on attached Exhibit A; and

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

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$13,633,154.00 for the purpose of reconciling expenses to budget authority for year-end FY2024.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as shown on attached Exhibit A.

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

Section 4: That this Ordinance shall become effective immediately after its passage and publication in pamphlet form 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

FY 2024 YEAR-END BUDGET RECONCILIATION - SUPPLEMENTAL APPROPRIATIONS

FUND	AGENCY	ORG	ACTIVITY	OBJECT	AMT	CURRENT BUDGET	REVISED BUDGET
094	107	GENC	FLTM	1502	\$ 1,822,250	\$ 1,583,998	\$ 3,406,248
074	107	BMGT	LIAB	2220	\$ 1,151,344	\$ 900,000	\$ 2,051,344
028	111	DEVL	RHAB	2110	\$ 28,388	\$ -	\$ 28,388
046	107	BMGT	IMRF	1107	\$ 10,300,709	\$ -	\$ 10,300,709
023	107	BMGT	BDBA	2402	\$ 12,557	\$ 57,220	\$ 69,777
023	107	BMGT	BDBB	2402	\$ 6,756	\$ 55,088	\$ 61,844
017	107	GENC	FLTM	1802	\$ 311,150	\$ 1,975,000	\$ 2,286,150

REVENUE SOURCE

FUND	AGENCY	ORG	ACTIVITY	OBJECT	AMT
	UNAPPROPRIATED FUND BALANCE				\$ 1,822,250
	UNAPPROPRIATED FUND BALANCE				\$ 1,151,344
	UNAPPROPRIATED FUND BALANCE				\$ 28,388
046	107	BMGT	IMRF	4955/4960	\$ 10,300,709
	UNAPPROPRIATED FUND BALANCE				\$ 12,557
	UNAPPROPRIATED FUND BALANCE				\$ 6,756
	UNAPPROPRIATED FUND BALANCE				\$ 311,150

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Ramona MetzgerOFFICE REQUESTING: Office of Budget & ManagementPHONE NUMBER: 217-789-2191EMERGENCY PASSAGE: No ☐ Yes ☒ If yes, explain justification - See attached document

To accommodate the deadlines for a successful completion of the City's annual audit for Fiscal Year 2024.

FISCAL IMPACT: \$13,633,154.00SUGGESTED TITLE: AN ORDINANCE AUTHORIZING VARIOUS SUPPLEMENTAL APPROPRIATION FOR YEAR-END BUDGET RECONCILIATION FOR FISCAL YEAR 2024.

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

The Office of Budget & Management requests the attached supplemental budget adjustments for the purpose of reconciling expenses to budget authority.

FUNDS CHECK BY: Coastal HeightsDIRECTOR / SUPERVISOR: Ramona Metzger

CITY PURCHASING AGENT: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

Date: 08-16-2024Date: 8-16-24

Date: _____

(Director of CBM)

8-16-24

The information supplied on this form is not confidential information.

2024-369

**AN ORDINANCE DECLARING OFFICE OF PUBLIC WORKS APPARATUS
AND EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZING
DISPOSAL OF SAID SURPLUS PROPERTY BY AUCTION, SOLD FOR
SCRAP, DONATED OR RECYCLED, FOR OFFICE OF BUDGET AND
MANAGEMENT**

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

WHEREAS, the Office of Public Works has identified the listed equipment described on attached Exhibit A as property that is not useful for City purposes and desires to dispose of said property; and

WHEREAS, it is necessary to declare the items to be surplus property and authorize the disposal of the surplus property to be sold at auction, sold for scrap, donated, recycled.

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

Section 1: That the City Council hereby declares the property described on Exhibit A attached hereto as surplus property and authorizes disposal of said surplus property to be sold at auction, sold for scrap, donated or recycled.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 8/28/24

Office of Corporation Counsel / Date

2024-370

Assets to be sold/auctioned

Apparatus	Equipment Description	Equipment ID	Model Year	Manufacturer ID	Model ID
Street/Alley	20' with 5' Dove Tail Trailer	30163		Rice Trailer	
Snow	8 Ft. Plow	N/A			
Snow	8 Ft. Plow	N/A			
Utility Crew	Auger	N/A		John Deere	
Street/Alley	Mill	N/A		Gehl	CP424
Snow 550	Salt Spreader	N/A		Monroe	
Snow 550	Salt Spreader	N/A		Monroe	
Snow Dump	Salt Spreader	30092A		Henke	
Snow Dump	Salt Spreader	30097A		Henke	
Barricade	Arrow Board	282		Wanco	
Barricade	Arrow Board	281		Wanco	
Barricade	Arrow Board	283		Wanco	
Mechanic	Air Compressor	N/A		Ingersoll Rand	
N/A	10 Ft. Trailer	N/A			
Brick Work	8 Ft. Trailer	N/A			
Concrete	10 Ft. x 4" Forms	N/A			

2024-370

VIN	License Number	Miles
4RWDG25287N03	M094499	
4372		
M0031P1X10244		
280029		
15-06-9011		
15=06=9012		
20347		
20348		
1W9151016V1249260		
1W9151013W1249443		
1W915101XV1249259		
880977		
	M54441	
	M09005	

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Mike LeskoOFFICE REQUESTING: Office of Budget & ManagementPHONE NUMBER: 217-789-2191EMERGENCY PASSAGE: No ☒ Yes ☒ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: An Ordinance declaring Office of Public Works Apparatus and Equipment as surplus and authorizing disposal of said surplus property by auction, sold for scrap, donated or recycled

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: Surplus Items
☐ 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.)

Vehicle & Equipment Listing - Exhibit A

STAFF ANALYSIS

The Office of Public Works has identified the listed equipment as surplus, retired and/or replaced. Following the declaration of surplus, the City will seek to sell items through public auction or trade-in with the purchase of other equipment should the return to the city be determined more beneficial.

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR:

Date: _____

CITY PURCHASING AGENT: Lesko, MikeDigitally signed by Lesko, Mike
Date: 2024.08.21 16:17:19 -05'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2024.08.22 12:12:28 -05'00'

(Director of OBM)

2024-370

The information supplied on this form is not confidential information.

**AN ORDINANCE AUTHORIZING VARIOUS INTER-AGENCY
BUDGETARY TRANSFERS TO RECONCILE END OF THE YEAR BUDGET
LEVELS WITH FY2024 EXPENSES 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, there is a need to transfer existing budget authority between budget classes in order to reconcile the end of year budget levels with FY24 expenses as shown on attached Exhibit A; and

WHEREAS, these transfers are essential to ensure budget authority is placed in the appropriate expense line to cover expenses and meets the control set forth in the annual appropriation; and

WHEREAS, this transfer between budget classes represents no increase in the budget and will correct certain budget overages prior to the beginning of the year-end audit.

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

Section 1: That the City Council hereby authorizes a transfer of existing budget authority between budget classes for FY24 expenses prior to year-end close for the Office of Budget and Management.

Section 2: That the Office of Budget and Management is hereby authorized and directed to effectuate various transfer as transfers as shown on attached Exhibit A.

Section 3: That this ordinance shall become effective immediately upon 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 8/29/24

FY 2024 YEAR-END BUDGET RECONCILIATION

FROM								TO							
FUND	AGENCY	ORG	ACTIVITY	OBJECT	AMT	CURRENT BUDGET	REVISED BUDGET	FUND	AGENCY	ORG	ACTIVITY	OBJECT	AMT	CURRENT BUDGET	REVISED BUDGET
095	107	GENC	MOVE	1204	\$ 153,179	\$ 940,500	\$ 787,321	095	110	WORK	ENGR	1102	\$ 33,875	\$ 167,762	\$ 201,637

074	107	BMGT	LIAB	1217	\$ 72,154	\$ 116,802	\$ 44,648	074	107	BMGT	HINS	1219	\$ 1,332,693	\$ 36,343,487	\$ 37,676,180
074	107	BMGT	LIAB	1218	\$ 45,000	\$ 45,000	\$ -								
074	107	BMGT	LIAB	1225	\$ 4,000	\$ 7,500	\$ 3,500								
074	107	BMGT	PRCA	1236	\$ 2,000	\$ 2,000	\$ -								
074	107	BMGT	PRCA	1237	\$ 2,500	\$ 2,500	\$ -								
074	107	BMGT	PRCA	1238	\$ 63,200	\$ 75,000	\$ 11,800								
074	107	BMGT	PRCA	1239	\$ 2,500	\$ 2,500	\$ -								
074	107	BMGT	PRCA	1241	\$ 2,500	\$ 2,500	\$ -								
074	107	BMGT	PRCA	1243	\$ 96,500	\$ 105,000	\$ 8,500								
074	107	BMGT	PRCA	1244	\$ 65,000	\$ 75,000	\$ 10,000								
074	107	BMGT	SICK	1107	\$ 35,000	\$ 45,000	\$ 10,000								
074	107	BMGT	SICK	1108	\$ 24,000	\$ 40,000	\$ 16,000								
074	107	BMGT	SICK	1113	\$ 69,000	\$ 570,000	\$ 501,000								
074	107	BMGT	SICK	1114	\$ 398,000	\$ 1,000,000	\$ 602,000								
074	107	BMGT	WCMP	1105	\$ 162,000	\$ 400,000	\$ 238,000								
074	107	BMGT	WCMP	1214	\$ 27,000	\$ 160,000	\$ 133,000								
074	107	BMGT	WCMP	1215	\$ 148,000	\$ 300,000	\$ 152,000								
074	107	BMGT	WCMP	1217	\$ 74,000	\$ 265,000	\$ 191,000								
074	107	BMGT	WCMP	2203	\$ 40,339	\$ 750,000	\$ 709,661								

070	112	POLC	FORF	1507	\$ 5,770	\$ 35,000	\$ 29,230	070	112	POLC	FORF	2401	\$ 5,770	\$ -	\$ 5,770
015	110	SEWR	OSUR	1504	\$ 295,990	\$ 1,525,323	\$ 1,229,333	015	110	SEWR	SEWR	1102	\$ 295,990	\$ 1,890,036	\$ 2,186,026
015	110	SEWR	ARPG	2307	\$ 56,000	\$ 8,632,600	\$ 8,576,600	015	110	SEWR	ARPG	1232	\$ 56,000	\$ -	\$ 56,000
001	111	DEVL	LEAD	1404	\$ 20,000	\$ 22,000	\$ 2,000	001	111	DEVL	LEAD	1507	\$ 20,000	\$ -	\$ 20,000

001	111	DEVL	DEVL	1605	\$	3,304	\$	25,000	\$	21,696	001	111	DEVL	DEVL	1702	\$	3,304	\$	3,000	\$	6,304
001	111	DEVL	DEVL	2110	\$	1,253,878	\$	2,369,153	\$	1,115,275	001	111	DEVL	CDBG	1218	\$	36,663	\$	-	\$	36,663
											001	111	DEVL	CDBG	1232	\$	12,565	\$	-	\$	12,565
											001	111	DEVL	CDBG	1507	\$	4,650	\$	-	\$	4,650
											001	111	DEVL	PHRM	2110	\$	1,200,000	\$	-	\$	1,200,000
001	110	WORK	ARPG	1416	\$	83,710	\$	91,000	\$	7,290	001	110	WORK	ARPG	2307	\$	83,710	\$	500,300	\$	584,010
001	107	GENC	VARI	1605	\$	76,700	\$	1,978,633	\$	1,901,933	001	107	GENC	VARI	2501	\$	76,700	\$	30,000	\$	106,700
001	108	FIRE	FOPR	1182	\$	1,580,530	\$	16,280,496	\$	14,699,966	001	108	FIRE	CNBS	1182	\$	225,000	\$	-	\$	225,000
											001	108	FIRE	XBAL	1182	\$	348,251	\$	-	\$	348,251
											001	108	FIRE	XTRA	1182	\$	1,007,279	\$	-	\$	1,007,279
001	112	POLC	POPR	1181	\$	1,296,674	\$	15,504,587	\$	14,207,913	001	112	POLC	CNBS	1181	\$	225,000	\$	-	\$	225,000
											001	112	POLC	XBAL	1181	\$	308,826	\$	-	\$	308,826
											001	112	POLC	XTRA	1181	\$	762,848	\$	-	\$	762,848

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Ramona Metzger

PHONE NUMBER: 217-789-2191

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

To accommodate the deadlines for a successful completion of the City's annual audit for Fiscal Year 2024.

FISCAL IMPACT: None

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING LEGISLATIVE TRANSFERS FOR THE PURPOSE OF BUDGET RECONCILIATION FOR FISCAL YEAR 2024.

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

The attached transfers are essential to ensure that budget authority is placed in the appropriate expense line to covers expenses and meets the control set forth in the annual appropriation. There is no fiscal impact in this ordinance as it intends to take existing budget authority and realign it with actual expenses for Fiscal Year 2024.

FUNDS CHECK BY: Courtney Heinzel

Date: 08.16.2024

DIRECTOR / SUPERVISOR: Ramona Metzger

Date: 8.16.24

CITY PURCHASING AGENT: _____

Date: _____

SIGN OFF: [Signature]

(Mayor's Signature)

GEM

[Signature] 8.16.24

(Director of OBM)

The information supplied on this form is not confidential information.

2024-371

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION
TO REFUND G.O. BOND, SERIES 2014 AND FUND CAPITAL
EXPENDITURES FOR CERTAIN CAPITAL IMPROVEMENTS AND
EQUIPMENT PURCHASES WITHIN THE CITY OF SPRINGFIELD FROM
THE GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS,
SERIES, 2024, 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 council previously passed ordinance no. 281-07-24 which provided for and authorized the issuance of General Obligation Refunding and Improvement Bonds Series, 2024 of the City of Springfield, Sangamon County, Illinois, in an amount not to exceed \$28,000,000.00 for the purpose of financing costs of certain capital improvements within the City, equipment purchases and refunding certain outstanding bonds of the City.

WHEREAS, the City council previously passed resolution no. 011-2024 which declared official intent to issue bonds for reimbursement of capital expenditures; and

WHEREAS, the Office of Budget and Management is requesting a supplemental appropriation in the amount of \$27,310,274.05 to refund the General Obligation Refunding and Improvement Bonds, Series 2014, fund capital improvements and equipment purchases for various City departments from the General Obligation Refunding and Improvement Bonds, Series 2024 as shown on attached Exhibit A; and

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

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$27,310,274.05 to refund the General Obligation Refunding and Improvement Bonds, Series 2014, fund capital improvements and equipment purchases for various City departments from the General Obligation Refunding and Improvement Bonds, Series 2024.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as shown on attached Exhibit A.

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

Section 4: That this Ordinance shall become effective immediately after its passage and publication in pamphlet form and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

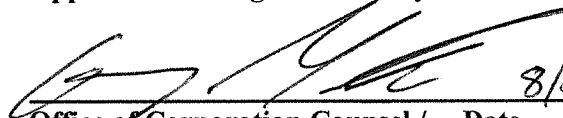
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 8/29/24
Office of Corporation Counsel / Date

FY 25 Revenue - Supplemental

Bond Proceed					
Fund	Dept	Unit	Actv	Obj	Amount
095	107	BMGT	24GO	0935	\$ 27,310,274.05

Capital Equipment Portion					
Fund	Dept	Unit	Actv	Obj	Amount
094	107	BMGT	24GO	0305	\$ 5,000,000

Fire House Portion					
Fund	Dept	Unit	Actv	Obj	Amount
001	107	BMGT	24GO	0305	\$ 10,000,000

FY 25 Expense - Supplemental

Transfer In					
Fund	Dept	Unit	Actv	Obj	Amount
095	107	BMGT	24GO	1901	\$ 15,000,000

Principal Refunding					
Fund	Dept	Unit	Actv	Obj	Amount
095	107	GENC	BOND	2401	\$ 11,910,000

Bank Fees					
Fund	Dept	Unit	Actv	Obj	Amount
095	107	BMGT	24GO	2408	\$ 271,619.05

Capital Equipment Portion					
Fund	Dept	Unit	Actv	Obj	Amount
094	108	FIRE	24GO	1502	\$ 320,000
094	108	FIRE	24GO	1503	\$ 1,017,961
094	110	WORK	24GO	1502	\$ 75,000
094	110	WORK	24GO	1503	\$ 1,400,000
094	110	WORK	24GO	1504	\$ 600,000
094	112	POLC	24GO	1502	\$ 1,100,000
094	107	GENC	24GO	1507	\$ 487,039
					\$ 5,000,000

Fire House Portion					
Fund	Dept	Unit	Actv	Obj	Amount
001	107	GENC	VARI	2304	\$ 10,000,000

ORDINANCE FACT SHEET

DATE OF 1st READING: 09/03/2024

CONTACT PERSON: Ramona Metzger

OFFICE REQUESTING: Office of Budget & Management

PHONE NUMBER: (217) 789-2191

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

FISCAL IMPACT: \$27,310,274.05

SUGGESTED TITLE: An Ordinance authorizing a supplemental appropriation to refund G.O. Bonds, Series 2014 and fund capital expenditures for certain capital improvements and equipment purchases within the City of Springfield from the General Obligation Refunding and Improvement Bonds, Series 2024

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 281-07-24, RES. 011-2024

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.)

Expense & Revenue Breakdown (Please see attached).

STAFF ANALYSIS

The Office of Budget & Management is requesting a supplemental appropriation to refund General Obligation Refunding and Improvement Bonds, Series 2014 and fund capital improvements and equipment purchases for various city departments from the General Obligation Refunding and Improvement Bonds, Series 2024. This was authorized under ORD #281-07-24 and RES. 011-2024. Please see attached for the Expense and Revenue Breakdown.

FUNDS CHECK BY:



Date:

8/23/24

DIRECTOR / SUPERVISOR:



Date:

8/23/24

CITY PURCHASING AGENT:

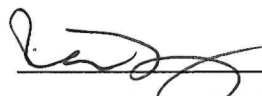
Date:

SIGN OFF:



(Mayor's Signature)

GEM



(Director of OBM)

8/23/24

The information supplied on this form is not confidential information.

2024-372

AN ORDINANCE APPROVING SMALL BUSINESS REDEVELOPMENT ASSISTANCE TO SEVERAL BUSINESSES UTILIZING CANNABIS TAX FUNDS, IN AN AMOUNT NOT TO EXCEED \$280,000.00, 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 has adopted ordinance 400-09-19 which codified a municipal Cannabis Retailer's Occupation Tax (Article VI (a) §100.57 et seq. of the Springfield City Code of Ordinances as amended) (hereinafter referred to as the "Cannabis Tax"); and

WHEREAS, pursuant to the provisions of the Cannabis Tax, the City has established an 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 ("Designated Area") for use of Cannabis Tax funds designated for economic development purposes; and

WHEREAS, the City has adopted ordinance 109-03-21 ("Cannabis Project Plan") approving the creation of a program to use the 50% portion of the cannabis tax collected under section 100.56 through 100.58 of the Springfield Code of Ordinances, as amended, in the designated areas and the appropriation of the tax collected for economic development; and

WHEREAS, the City proposes to provide financial assistance in the total amount not to exceed \$280,000.00 to the businesses listed on Exhibit A utilizing Cannabis Tax Funds.

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

Section 1: That the City Council hereby approves and authorizes using Cannabis Tax allocated to the Cannabis Project Plan for the eligible businesses listed on Exhibit A attached in a total amount not to exceed \$280,000.00.

Section 2: The Office of Budget and Management is hereby directed to make payment to the eligible businesses listed on Exhibit A in an amount not to exceed \$280,000.00 from account number 001-111-DEVL-CNBS-2110.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

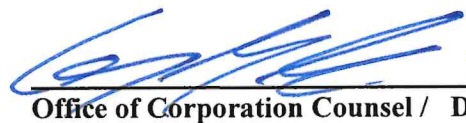
 8/28/24
Office of Corporation Counsel / Date

EXHIBIT A

2024 373

Cannabis Grant	Business Name	Address	Notes
\$40,000.00	Harold's Chicken (2503 LLC)	1126 South Grand Avenue East	Renovations and Equipment
\$40,000.00	Connie Delights (Mony Enterprises, LLC)	610 S Martin Luther King Jr. drive	Renovations and Equipment
\$40,000.00	POBoy & LJ's Banging Wings & Thangs Kitchen LLC	1407 S 16th St	Renovations and Equipment
\$60,000.00	Mary's Spot, LLC	2150 E Clear Lake Ave	Equipment and Inventory
\$60,000.00	R&M Maintenance Services	422 S 11th St	Equipment and Inventory
\$40,000.00	Snack Shack K, LLC	1530 South Pope St	Renovations and Equipment

\$280,000.00

ORDINANCE FACT SHEET

DATE OF 1st READING: September 3, 2024

CONTACT PERSON: Val Yazell

OFFICE REQUESTING: OPED

PHONE NUMBER: 217-789-2377

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

FISCAL IMPACT: 280,000

SUGGESTED TITLE: AN ORDINANCE APPROVING SMALL BUSINESS REDEVELOPMENT ASSISTANCE TO SEVERAL BUSINESSES UTILIZING CANNABIS TAX FUNDS, IN AN AMOUNT NOT TO EXCEED \$280,000, FOR THE OFFICE OF ECONOMIC DEVELOPMENT

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: one year Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$280,000
(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	001	111	DEVL	CNBS	2110	\$280,000
2						
3						
4						

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

STAFF ANALYSIS

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF CANNABIS TAX COLLECTED UNDER SECTION 100.58 OF THE SPRINGFIELD CODE OF ORDINANCES, AS AMENDED IN THE DESIGNATED AREA AND THE APPROPRIATION OF THE 50% PORTION OF THE TAX COLLECTED FOR ECONOMIC DEVELOPMENT PURPOSES NOT TO EXCEED THE AMOUNT OF \$280,000 FOR BUSINESSES LISTED IN EXHIBIT A FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT.

FUNDS CHECK BY: Egizii, Jeff Digitally signed by Egizii, Jeff
Date: 2024.08.22 14:47:07 -05'00'

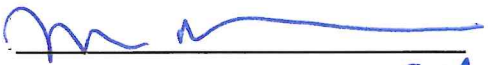
Date: _____

DIRECTOR / SUPERVISOR: Yazell, Valera Digitally signed by Yazell, Valera
Date: 2024.08.22 13:39:03 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2024.08.22 14:37:30 -05'00'

Date: _____

SIGN OFF: 
(Mayor's Signature) 

 8/23/24
(Director of OBM)

2024-373

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH MOODY'S INVESTORS SERVICE AND S&P GLOBAL RATINGS FOR A TOTAL AMOUNT NOT TO EXCEED \$250,000.00 TO PERFORM A CREDIT RATINGS REVIEW FOR THE UPCOMING REFUNDING OF THE 2015 SENIOR LIEN ELECTRIC REVENUE REFUNDING BONDS FOR THE OFFICE OF PUBLIC UTILITIES, **FOR EMERGENCY PASSAGE**

WHEREAS, this Ordinance approves an agreement in an amount not to exceed \$250,000.00, with Moody's Investors Service and S&P Global Ratings ("Moody/S&P"), and,

WHEREAS, a credit rating is required to be obtained for the upcoming Electric Revenue Refunding Bonds, and

WHEREAS, it is in the best interests of the City to approve this agreement, and

WHEREAS, in accordance with the provisions of Section 38.38(a) and/or Section 38.41 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding.

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 agreement with Moody/S&P in an amount not to exceed Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).

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

Section 3. The payment to Moody/S&P for the total maximum amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) from Account No. 102-300-KB-1831-1215 is hereby authorized, approved, and directed.

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

PASSED: _____, 2024

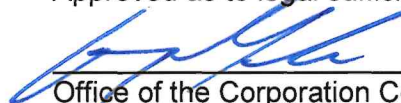
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 8/28/24

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher



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

MEMORANDUM

TO: Jaime Shobe
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: August 21, 2024

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet with Moody's Investors Service and S&P Global Ratings in an amount not to exceed \$250,000.00 to perform credit rating reviews of the Electric Fund for the 2015 Senior Lien Electric Revenue Refunding Bonds for the Office of Public Utilities.

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

Thank you for contacting Moody's. In connection with our rating services, we require agreement to the following terms and conditions:

A. USAGE

When used in this Application:

1. **Moody's.** "Moody's", "we", "our" and "us" refer to the Moody's entity specified above and its group companies and all directors, officers and employees of that entity and its group companies.
2. **"Moody's Group"** refers to Moody's and its agents.
3. **Credit Rating.** "Credit rating" or "rating" refers to an opinion regarding the creditworthiness of: (1) a debt, financial obligation, debt security, preferred share or other financial instrument (each, an "Issue"); or (2) an entity, assigned using an established and defined ranking system of rating categories. Moody's credit ratings do not address any other risk, including liquidity risk, market value risk, or price volatility. Any rating must be construed solely as a statement of opinion and not a statement of fact. A credit rating is not an offer, invitation, inducement or recommendation to purchase, sell or hold any securities or otherwise act in relation to any Issue, the relevant issuer or rated entity (each, an "Issuer") or the relevant transaction (each a "Transaction") to which this Application relates or otherwise in connection with any associated transaction, entity, or matter. References in this Application to "rating" or "credit rating" also encompass any related RAC (defined below) and the terms of this Application will apply to any such RAC.
4. **Application.** "Application" refers to these written terms and conditions, the Authorization Form and all other schedules (including all Fee Schedule(s)), appendices and exhibits attached, each as may be amended, supplemented or modified from time to time.
5. **Issuer Confidential Information.** "Issuer Confidential Information" shall have the same meaning as set out in Section I (Defined Terms) of the Moody's Investors Service Code of Professional Conduct, as may be amended, supplemented or modified from time to time (the "Code").
6. **Moody's Confidential Information.** "Moody's Confidential Information" means any non-public information that Moody's discloses to either of: (i) you or any of your agents; or (ii) if different, any relevant entity on which a rating is requested or whose issuances are requested to be rated under this Application (each, a "Rated Entity") or its agents. Moody's Confidential Information includes any rating and/or other opinion we deliver in connection with this Application that we do not also disclose to the general public at the time of delivery.

B. REQUEST FOR RATING SERVICES

1. **Request for Rating Services.** This Application constitutes a request by you (in your own capacity and on behalf of each Issuer) for Moody's to provide the applicable rating services described in the Fee Schedule(s) included in this Application to all Issuers and Issues by the Issuers (the list of which Issuers may be agreed between you and Moody's from time to time).

C. APPLICANT WARRANTIES AND COVENANTS

1. **Rating Information.** You agree to provide (or cause to be provided to Moody's) all information relevant for the purposes of assigning and, on an ongoing basis, for the purposes of monitoring, the rating(s) requested under this Application. You agree to respond to Moody's reasonable enquiries in respect of any Issuer's direct and indirect shareholdings and board composition. We rely on such information, including information obtained by Moody's from third parties where such information has been provided to such third parties by or on behalf of you or any Issuer. We will not be obliged to you to independently verify, audit or validate any such information. You warrant that you have undertaken all reasonable due diligence in respect of such

information and all such information is in all respects true, accurate, complete and not misleading. You warrant that you have all legal rights, have obtained all consents and governmental approvals necessary to disclose such information to Moody's and have complied with all applicable data protection laws in connection with provision of information to Moody's. Finally, you also warrant that such information is not subject to any restrictions that would prevent Moody's use of such information in connection with its rating processes. You agree that you are solely responsible and liable for the quality of such information.

2. **Use of Information.** We may use any information provided in connection with Moody's general business activities. We may also aggregate and/or transform any information provided so that it cannot be associated with any Issuer and publish, distribute or use such aggregated or transformed information as part of Moody's general business activities.
3. **Fees.** You agree to pay or cause to be paid all relevant fees under the Fee Schedule(s) included in this Application. Moody's reserves the right to revise this Application.
4. **Economic and Trade Sanctions Warranty.** You represent and warrant that:
 - (a) none of (i) you, (ii) any Issuer, (iii) any person(s) that own(s) (50% or more individually or in the aggregate, of) or control(s), directly or indirectly, you or any Issuer (a "Parent Company"), or (iv) any person that is owned (50% or more individually or in the aggregate) or controlled, directly or indirectly, by any Issuer, is subject to asset freeze sanctions or any other economic or financial sanctions which prohibit the provision by Moody's of the services under this Application, in each case as imposed by the European Union ("EU"), any jurisdiction which is a member of the European Economic Area, Switzerland, the United Kingdom ("UK"), or the United States ("U.S.") (e.g., included on the U.S. Specially Designated Nationals and Blocked Persons List or the Consolidated List of Financial Sanctions Targets in the UK) ("**Asset Freeze Sanctions**");
 - (b) none of you, any Issuer or any Parent Company is (i) organized, headquartered, incorporated, constituted, or established in a country or territory that is subject to comprehensive economic sanctions imposed by the United States, which currently include Cuba, North Korea, Iran, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine (each a "**Sanctioned Country**" and collectively "**Sanctioned Countries**") or (ii) a governmental instrumentality of a Sanctioned Country;
 - (c) none of you, any Issuer or any Parent Company is (i) organized, headquartered, incorporated, constituted, or established in Russia, or (ii) a governmental instrumentality of Russia (together with Sanctioned Countries, "**Sanctioned Territories**" and each a "**Sanctioned Territory**");
 - (d) no Issuer derives a material portion of its profits or revenues from business involving any Sanctioned Territory;
 - (e) if any debt issuance is to be rated under this Application,
 - (i) no such debt will be issued by, on behalf of, or for the benefit of any person that is subject to debt or equity-related sanctions imposed by the U.S., UK or EU, including but not limited to persons included on the U.S. Sectoral Sanctions Identifications List that are subject to Directives 1, 2 or 3 under Executive Order 13662, persons included on the U.S. Non-SDN Menu-Based Sanctions List that are subject to Directive 3 under Executive Order 14024, and any EU or UK Investment Ban Target; and
 - (ii) upon due and reasonable diligence, you are not aware of and have no reason to believe that the proceeds from such issuance have been or are intended to be used (A) for any unlawful purpose or (B) to fund, directly or indirectly, or facilitate the activities of any person that is subject to Asset Freeze Sanctions or any transaction involving a Sanctioned Territory; and
 - (f) if any secured issuance is to be rated under this Application, upon due and reasonable diligence, you are not aware of and have no reason to believe that any person that is subject to Asset Freeze Sanctions or that meets the criteria in paragraph (b) or (c) above was the originator of or currently has any interest in any asset that forms all or part of the collateral underlying any such issuance, and no such asset originated from or relates to commercial activity involving or benefiting any Sanctioned Territory.

You agree to notify Moody's promptly if you learn that any of the foregoing representations is no longer accurate. If we determine that we are prohibited under any applicable law or regulation (including applicable economic sanctions and export control laws and regulations) from providing services under this Application or determine that we will cease providing any or all services in any country or territory in which this Application is to be performed, we may cease work and will not be obliged to produce any work product or other information developed by Moody's and/or its agents (collectively, the "Moody's Group") in connection with such services.

5. **Shareholding Warranty.** You represent and warrant that neither (i) you, (ii) any Issuer, nor (iii) any entity that directly or indirectly controls you or any Issuer have (a) a holder of 10% or more of either the capital or the voting rights or (b) a member of the administrative or supervisory board, that is in either case any of the Significant Shareholders(s) listed below or any of its group companies.

For the purposes of this provision, "Significant Shareholder(s)" means Berkshire Hathaway, Inc.

If you are not in a position to make this representation and warranty, please contact your Relationship Manager.

6. **Use of Rating for Intended Purpose Only.** You will only use the requested rating(s) for its intended purpose and will not, for example, represent an issuer rating as a securities rating.

D. MOODY'S RESERVATION OF RIGHTS AND DISCLAIMERS

1. **Rating Actions.** Moody's rating(s) or any corresponding outlook, if assigned, are subject to revision, suspension or withdrawal, or may be placed on review, by us at any time, without notice, in our sole discretion. Notwithstanding anything to the contrary contained in this Application, Moody's reserves the right to publish any rating with respect to you or any of your securities at any time without consent from you, or any other party, whether or not this Application is in effect. We are an independent rating agency and may determine, apply and amend our methodologies in our sole discretion from time to time. Moody's will not be obliged to opine whether certain specified events or amendments to any Transaction's structure or documentation will result in a change in, or withdrawal of, any related rating(s) (such opinion, in whatever form, along with any information or feedback relating to it, a "RAC"). Moody's may, in its sole discretion, determine not to issue a rating or take any other rating action under this Application for any reason, including if the information requested in the Authorization Form with respect to the payor is not provided in a timely manner. You will ensure that Moody's is provided with prompt written notice of any change in the payor information set forth in the Authorization Form or otherwise provided by you to Moody's, including, without limitation, any such change made on or after the closing of an Issue. This notice will be sent to PayorUpdate@moody.com (or any other e-mail address as Moody's instructs you hereafter).
2. **Disclaimer of Advice.** We are not: (a) providing any financial, legal, tax, advisory, consultative or business services; or (b) advising on structuring, drafting or negotiating transaction documentation. You and any Issuer should each take independent legal, tax, financial and other advice when structuring, negotiating and documenting transactions. You agree that neither a rating nor any discussions with Moody's analysts constitutes advice on business operations.
3. **Disclaimer of Warranties.** ALL INFORMATION, INCLUDING RATINGS AND OTHER COMMUNICATIONS, PROVIDED BY MOODY'S RELATING TO YOU, THIS APPLICATION, OR ANY ISSUER, ISSUE OR TRANSACTION IS PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. IN PARTICULAR, NEITHER MOODY'S NOR ITS AGENTS MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH INFORMATION OR COMMUNICATION.
4. **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Application, to the extent permitted by applicable law:
 - (a) no one in the Moody's Group will be liable in contract, tort (including negligence), statutory duty or otherwise to anyone (including you and any Issuer) for any loss, liability, claim, injury or cost, whether direct or indirect and however caused (including by any contingency within or beyond the control of

anyone in the Moody's Group), arising from or in connection with this Application, any Transaction or Moody's services including:

- (i) the procuring, compilation, analysis, interpretation, communication, dissemination, or delivery of any information or rating;
 - (ii) the withdrawal of any rating and any associated disclosure;
 - (iii) the inability to issue or monitor a rating due to legislative, judicial or administrative decisions;
 - (iv) any change in Moody's methodologies;
 - (v) any unauthorized publication, unauthorized use or any misuse of the rating by you or any Issuer; or
 - (vi) reliance by you on any rating or other communication provided by Moody's; and
- (b) in any event, the aggregate liability of the Moody's Group for any reason whatsoever related to this Application, any Transaction or our services will not be more than the greater of: (i) the total amount paid by either you and/or any Issuer for the relevant rating(s) during the 12 months prior to the breach; or (ii) US \$50,000 (or the equivalent amount in this Application's billing currency);

provided that nothing in this Application attempts to limit or exclude Moody's liability for fraud, willful misconduct or any other type of liability that under applicable law cannot be limited or excluded.

E. MOODY'S POLICIES

1. **Offering Documents** Moody's does not prohibit you from disclosure of or reference to any Moody's rating(s) in any registration statement, offering circular or prospectus (each, an "**Offering Document**"). However, for the avoidance of doubt, Moody's (a) is not, has not consented to be, and will not consent to being named as an "expert" or any similar designation under any applicable securities laws; and (b) does not provide consent to or authorize any disclosure of, reference to, or other use in any Offering Document of any Moody's rating(s), report(s), or other disclosures or any information relating to Moody's preparation of such rating(s), report(s) or disclosure.
2. **Web Posting.** If we publish research or press releases regarding any Issuer or its Issue(s), either you or such Issuer may link to or post such research or press releases as follows:
 - (a) Subject to the restrictions in this section E.2, Moody's grants you a royalty-free, non-sublicensable (except as described below), revocable license to post our Research on your website (this "**License**"). No special permission is required to link to Moody's materials on www.moody's.com.
 - (b) As used in this section E.2, the term "Research" means written research and press release(s) that we publish as a direct result of this Application regarding the Rated Entity, issuance(s) or transaction(s) to which this Application relates; provided, however, that, for purposes of this License, the term "Research" does not include any pre-sale reports (e.g., our reports prior to initial sale of the relevant security or other applicable transactional closing), non-public, or unmonitored ratings.
 - (c) Any such post of our Research may appear only on the website of the Rated Entity. You may only post the most recent Research, in the exact form and format we provide, without any alterations or editing whatsoever (including all disclaimers, logos, and proprietary rights notices included in the Research). You must delete any outdated Research and replace it with the updated Research promptly after Moody's publication of updated Research. You must use Moody's corporate name in plain text font to indicate posting of our Research, and you may not display Moody's logo. All of our Research, as well as the trademarks and logos contained in it, remain our intellectual property. Research may only be displayed on the investor relations section of the Rated Entity's website (or an analogous area where general corporate information is displayed) and may not be posted on any other section of the Rated Entity's website.

- (d) You may not use our Research for the purpose of marketing, promotion or advertising. Research may not be posted, linked to, displayed, or otherwise used in connection with a prospectus, "road show" deck, or any other document related to the offering of securities.
 - (e) You agree and acknowledge that you are solely responsible for compliance with all laws, rules, and regulations including but not limited to applicable securities laws, in connection with the posting of or linking to our Research. To the extent permitted by law, you further agree to indemnify and hold Moody's harmless against any and all losses, claims, damages, costs or injury (including without limitation attorneys' fees) of whatever nature (whether foreseeable or not) and however caused, in whole or in part caused by, resulting from or relating to, any posting or linking to our Research under this section E.2.
 - (f) A Rated Entity may not sublicense the rights granted under this License to anyone. However, if you are not a Rated Entity, then you may sublicense the rights granted under this License only to a Rated Entity; provided that in the event of any such sublicense you agree that you will require the Rated Entity to comply with all terms, conditions, restrictions and covenants contained in this section E.2 and you shall be responsible for any failure by the Rated Entity to so comply.
 - (g) This License shall terminate as of the date that this Application terminates or upon advance written notice from Moody's at any time. Upon termination, all posting of our Research by you or any Rated Entity must cease immediately.
 - (h) All rights not expressly granted in this License are reserved.
3. **Moody's Privacy Policy.** For information on how we process and protect personal data, please see our Privacy Policy available at moodys.com.

F. CONFIDENTIALITY PROVISIONS

1. **Applicant Confidentiality Obligations.** You agree as follows:
- (a) to keep the provisions of this Application confidential and not to disclose such provisions to any person or entity except: (i) to your group companies, officers, directors, employees and agents; and (ii) as required by applicable law, or at the request of any governmental authority having jurisdiction. You will be responsible for any failure by any of your group companies, officers, directors, employees, or agents to comply with these confidentiality restrictions; and
 - (b) to keep Moody's Confidential Information confidential and treat it accordingly. You must refrain from direct or indirect communication or disclosure of Moody's Confidential Information to any person(s) other than:
 - i. your employees, officers and directors and those of your ultimate parent and any entities that are wholly owned, directly or indirectly, by your ultimate parent, whose functions reasonably require them to have knowledge of Moody's Confidential Information in order to fulfill their professional duties as agents of the Rated Entity (for this purpose, "ultimate parent" means an entity holding, directly or indirectly, a greater than 50% economic and voting interest in you); and
 - ii. your financial and legal advisors, in their capacity as such, with a need to know, for information purposes only and to whom we owe no duty or responsibility, provided that either (i) they enter into a non-disclosure agreement with Moody's in a form we provided prior to such disclosure, or (ii) we consent to such disclosure and they agree to be bound by the confidentiality obligations and limitation of liability provisions of this Application.
- The permissible recipients of Moody's Confidential Information described in sub-sections (b) i. and ii. above are, together, referred to as "Disclosees".

You will ensure that all Disclosees comply with all of the provisions in this Application and any breach by a Disclosee will be deemed to be a breach of this Application by you. The undertakings in this section F.1(b) will not prevent you or any Disclosees from disclosing Moody's Confidential Information to the extent required by law or

regulation (including as requested by any governmental regulator acting within the scope of its jurisdiction over you or the relevant Disclosee).

To the extent permitted by law, you will indemnify and hold harmless Moody's from any losses, claims, damages, costs or injury (including attorneys' fees) ("Losses") of whatever nature (whether foreseeable or not) arising from or in connection with: (i) reliance on, or disclosure of, Moody's Confidential Information by you or by any third party that has directly or indirectly obtained Moody's Confidential Information from you; or (ii) any breach of this section F.1(b) by you; provided that this indemnity shall not apply to any Losses to the extent such Losses are attributable to Moody's fraud or willful misconduct.

Moody's Confidential Information may constitute unpublished price sensitive information or otherwise material non-public or inside information, in which case you agree to being made an insider by virtue of receiving it and that neither you, nor any of your representatives and affiliates that are Disclosees, will purchase, sell or otherwise trade in securities of an issuer on the basis of Moody's Confidential Information in respect of such issuer, or communicate such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase, sell or otherwise trade in such securities. All of the provisions in this section F.1(b) apply to all Moody's Confidential Information and prevail in the event of any inconsistency with other provisions set out elsewhere in this Application.

2. **Moody's Confidentiality Obligations.** Moody's will maintain the confidentiality of Issuer Confidential Information received in connection with this Application in accordance with the provisions of Sections 3.15.2 and 3.15.3 of the Code, or the equivalent provisions from time to time.

G. MISCELLANEOUS

1. **Entire Agreement.** This Application represents the whole and only agreement between the parties in relation to its subject matter. When entering into this Application, you did not rely upon any pre-contractual statement or previous agreement which is not repeated in this Application. To the extent permitted by law, no other terms, conditions, representations and warranties that would otherwise be implied (by law or otherwise) are part of this Application. Nothing in this Application attempts to limit or exclude liability for fraudulent misrepresentation.
2. **Assignment.** We may assign this Application to any other Moody's group company without either your or any Issuer's consent.
3. **Agents.** We may use, and disclose any information provided to Moody's to, third party contractors or agents bound by confidentiality obligations in connection with Moody's business and research activities.
4. **Governing Law and Jurisdiction.** This Application and any contractual or non-contractual obligations arising from or connected to it are governed by and construed in accordance with the laws of the State of New York in the United States of America and subject to the exclusive jurisdiction of the courts of the State of New York located in the City and County of New York, Borough of Manhattan. To the extent permitted by law, you hereby waive whatever defense you may have of sovereign immunity whether in respect of jurisdiction or enforcement for yourself or for your property.
5. **No Third-Party Beneficiaries.** This Application is solely for the benefit of you and Moody's. Everyone comprising Moody's is entitled to the benefit of all protective provisions in this Application. Nothing in this Application will give any other person any legal or equitable right, remedy or claim, except a successor or permitted assignee pursuant to the "Assignment" provision above. This Application may be terminated or amended in accordance with its provisions without the consent of any third party.
6. **Counterparts/Execution/Website Terms.** You agree that this Application, and any amendment or waiver of any of the terms hereof, may be executed by electronic means (including, without limitation, by electronic signature, which shall be deemed binding, valid and enforceable) and together shall constitute a single instrument, and you further agree that facsimile, digitally scanned or other electronically transmitted or electronic copies of signatures shall be valid and binding as originals; provided that no amendment or waiver of this Application will be effective unless executed by an authorized representative of the Global Commercial Group of Moody's. Notwithstanding the foregoing, no one in the Moody's Group will be bound

by or subject to any terms or conditions of use ("**Website Terms**") for access to any website containing information with respect to you, any Issuer, any Issue or Transaction, even if any such person clicks-through or has clicked-through to such Website Terms by electronic means at any time before, on or after the date of this Application.

7. **Severability.** The provisions of this Application are severable. If any such provision or part of any such provision shall to any extent be determined to be void or unenforceable, then the validity and enforceability of the remainder will not be affected. Furthermore, any void or unenforceable provision will be replaced with a valid and enforceable provision that preserves, to the fullest extent possible, the same economic, business and other purposes as such void or unenforceable provision.
8. **Termination.** In the event you wish to (i) terminate this Application in its entirety; or (ii) terminate your contractual obligations with respect to one or more of the ratings assigned hereunder, you may do so by giving us written notice of such termination, which notice will be deemed effective as of the last day of the month in which such notice is given. Any fees already paid will be non-refundable. You will remain responsible to pay any fees that become due at any point prior to the termination date. Moody's may terminate this Application at any time in its sole discretion. Except as may otherwise be expressly set out in this Application, all terms and conditions of this Application shall survive any termination of this Application.
9. **Instructions.** Please fill out the Authorization Form below and any relevant product request boxes attached and return the Application to your contact in our Commercial Group. PLEASE ONLY REPLY TO YOUR ACCOUNT MANAGER AT MOODY'S.
10. **Sales Taxes.**
 - (a) The New York State Department of Finance notified Moody's that effective September 1, 2015, New York City sales tax must be charged on all invoices for credit rating services delivered in New York City. The invoice address will determine whether the credit rating service has been delivered in New York City. Please note that New York State sales tax will not apply to these services, only the local New York City tax. Accordingly, on September 1, 2015, Moody's began to include New York City sales tax on invoices sent to addresses within the City of New York for credit rating services; and
 - (b) The Texas Comptroller of Public Accounts notified all credit rating agencies that, effective August 1, 2023, Texas state and local sales taxes must be charged on all invoices for applicable credit rating services delivered in Texas. The subject of the credit rating will determine whether the credit rating service has been delivered in Texas. Accordingly, on August 1, 2023, Moody's will begin to include Texas state and local sales taxes on applicable credit rating service invoices with the subject of the credit rating within Texas. If you wish to claim a sales tax exemption, please provide us with a sales tax exemption certificate.

AUTHORIZATION FORM

By completing the below, you, both in your own capacity and on behalf of each Issuer, agree with the terms and conditions of this Application and apply for the rating service(s) requested under this Application. Please return this Authorization Form to your contact in Moody's Commercial Group.

Thank you again for selecting Moody's.

1. Transaction Information upon signing of the Application.

Issuing Authority Name:	City of Springfield, Illinois
Borrowing Entity's Name:	City of Springfield, Illinois
Bond Name:	Senior Lien Electric Revenue Refunding Bonds, Series of 2024
Proposed Date of Sale:	October 21, 2024
Currency:	USD
Expected Amount of Issue:	\$380,000,000 approximately
Applicant:	Misty Buscher, Mayor

2. Contact Information

A. Billing Contact

Full Company Name:	City of Springfield		
Mailing Address:	800 East Monroe, 4th Floor		
City:	Springfield	State/Province:	Illinois
Country:	USA	Postal Code:	62757
Transactional Role (if any):	Issuer		

MOODY'S RATINGS APPLICATION FOR US PPIF PIP PFG Infrastructure
Doc ID: 00096918.0 FS_2024.01 US PPIF PIP PFG Infrastructure USD

This Fee Schedule sets out Moody's fees for the period 1/1/2024 to 12/31/2024. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods.

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Contact's Name:	Jaime Shobe
Contact's Title:	Finance Director
Contact's Department:	City Water Light & Power
Contact's Telephone Number:	(217) 789-2116, x2668 Fax Number: (217) 789-2136
Contact's E-mail:	jaime.shobe@cwlp.com
☐ Send only the initial invoice to this contact ☒ Send all invoices to this contact ☐ Send only annual (subsequent, monitoring, etc.) invoices to this contact	

B. Payor Contact

☒ Payor is the same as Billing Contact

☐ Payor is not the Billing Contact, but is the Special Purpose Vehicle (SPV), Issuer, or Obligor that is expected to be rated, or whose debt is expected to be rated
Payor Legal Entity Name _____

☐ Payor is other than the Billing Contact, or the SPV, Issuer, or Obligor noted above. Complete below

Full Company Name:	City of Springfield		
Mailing Address:	800 East Monroe, 4th Floor		
City:	Springfield	State/Province:	Illinois
Country:	USA	Postal Code:	62757
Transactional Role (if any):	Issuer		
Contact's Name:	Jaime Shobe		
Contact's Title:	Finance Director		
Contact's Department:	City Water Light & Power		

Contact's Telephone Number:	(217) 789-2116, x2668 Fax Number: (217) 789-2136
Contact's E-mail:	jaime.shobe@cwlp.com
☐ Send no invoices to this contact ☐ Send only the initial invoice to this contact ☒ Send all invoices to this contact ☐ Send only annual (subsequent, monitoring, etc.) invoices to this contact	

C. RELATIONSHIP OF PAYOR TO ISSUER/ISSUE TO BE RATED

Rule 17-g7(a)(1)(ii)(J)(1) under the Securities Exchange Act of 1934 requires Moody's to disclose the following information regarding the person or entity paying Moody's to determine the credit rating (the Payor):

Select the statement below that best describes the relationship of the Payor to the issuer/issue to be rated:

EITHER:

(☒) the Payor is the obligor being rated or the issuer, underwriter, depositor, or sponsor of the security or money market instrument being rated;

OR

(☐) the Payor is not the obligor being rated or the issuer, underwriter, depositor, or sponsor of the security or money market instrument being rated.

For the avoidance of doubt, in the event that any payor information under B. and C. above or otherwise provided by you to Moody's has changed or is not accurate with respect to any Issuer or Issue under this Application, you will ensure that Moody's is provided with prompt written notice of such change (including, without limitation, any such change made on or after the closing of the relevant Issue) or inaccurate information. Any such notice must be sent to PayorUpdate@moody's.com (or any other e-mail address as Moody's may notify you from time to time).

D. Signatory Contact

Full Company Name:	City of Springfield		
Mailing Address:	300 S. 7th Street		
City:	Springfield	State/Province:	Illinois
Country:	USA	Postal Code:	62701
Transactional Role (if any):	Issuer		
Contact's Name:	Mayor Misty Buscher		

Contact's Title:	Mayor
Contact's Department:	City Hall
Contact's Telephone Number:	(217) 789-2200 Fax Number: (217) 789-2136
Contact's E-mail:	misty.buscher@springfield.il.us
☒ Send no invoices to this contact ☐ Send only the initial invoice to this contact ☐ Send all invoices to this contact ☐ Send only annual (subsequent, monitoring, etc.) invoices to this contact	

3. Other Contacts (If applicable)

4. Additional Information (If applicable)

5. Signature Information

On Behalf of Applicant:

Authorized By:

Name: _____
Title: _____
Date: _____

CEM

PRODUCT SELECTION

PLEASE COMPLETE THIS SECTION TO INDICATE THE REQUESTED PRODUCT AS AT THE DATE OF THIS APPLICATION:

☐ INDICATIVE RATING

If you select an Indicative Rating and, within 6 months of Moody's assignment of the Indicative Rating, you request a Public Credit Rating or Private Monitored Rating by notice in writing to Moody's, then this Application will also apply in respect of such Public Credit Rating or Private Monitored Rating request.

If you do not provide such notice in writing to Moody's within such 6-month period, then this Application will apply only in respect of the requested Indicative Rating and you will be requested to sign a new application form if you wish to subsequently request a Public Credit Rating or Private Monitored Rating.

☐ PRIVATE MONITORED RATING

If you select a Private Monitored Rating and subsequently notify Moody's in writing that you wish to request a Public Credit Rating, then this Application will also apply in respect of such Public Credit Rating request.

☒ PUBLIC CREDIT RATING

In the event that none of the issuances related to any Public Credit Rating request(s) are executed due to cancellation or postponement of the issuance, you may request in writing a Private Monitored Rating and this Application will apply in respect of such Private Monitored Rating request.

If all of your assigned Public Credit Rating(s) are withdrawn due to all related debt obligations reaching maturity or being repaid in full, and you request a Private Monitored Rating by notice in writing to Moody's within 30 days of the date of such withdrawal, then this Application will also apply in respect of such Private Monitored Rating request.

If you do not provide such notice in writing to Moody's within such 30-day period, then you will be requested to sign a new application form if you wish to subsequently request a Public Credit Rating or Private Monitored Rating.

Please note that, apart from your initial request, the request by you (in your own capacity and on behalf of each Issuer) constituted by this Application shall not include any Issuer or Issue that you specifically instruct Moody's in writing not to rate prior to Moody's assignment of a rating. For the avoidance of doubt, when you request (in your own capacity and on behalf of each Issuer) a Public Credit Rating, either as at the date of this Application or at any time thereafter as may be permitted under this Application, this Application will also apply in respect of all future Public Credit Rating requests in accordance with Section B.1 (Request for Rating Services) of this Application.

Please contact your Relationship Manager in order to provide details of any future debt issuances.

Please refer to Moody's "Ratings Symbols and Definitions", which is available at www.moody.com for the meaning of Moody's ratings and other products and services.

Moody's Code of Professional Conduct states that Moody's employees who approve or participate in determining or monitoring credit ratings, or who are involved in the development or approval of models or methodologies used in providing rating services, will not participate in discussions regarding fees or payments with any rated entity. Therefore, please do not return this rating application or Fee Schedule to any member of the analytic team involved in the rating process (including managers) or include the analytic team (including managers) in any fee-related correspondence. Moody's maintains a separate, dedicated group not involved in the rating process for handling applications, fee schedules and fee and payment discussions. If you have any questions regarding this Application or Fee Schedule, please contact the Moody's Relationship Management Team.

Moody's rating fees are shown in the following schedules.

Issue Size	Long-Term Bonds (Transportation & Prepaid Transactions)	Long-Term Bonds (Utilities)	Short-Term Notes (excludes BANs)	Bond Anticipation Notes (BANs)
≤ US\$ 5M	US\$ 26,000	US\$ 16,000	US\$ 8,500	US\$ 6,500
> US\$ 5M & ≤ US\$ 10M	US\$ 38,000	US\$ 26,500	US\$ 10,500	US\$ 7,250
> US\$ 10M & ≤ US\$ 25M	US\$ 43,000	US\$ 33,500	US\$ 15,500	US\$ 7,750
> US\$ 25M & ≤ US\$ 50M	US\$ 55,000	US\$ 41,500	US\$ 20,500	US\$ 8,500
> US\$ 50M & ≤ US\$ 75M	US\$ 72,000	US\$ 65,500	US\$ 21,500	US\$ 11,000
> US\$ 75M & ≤ US\$ 100M	US\$ 82,000	US\$ 69,500	US\$ 28,000	US\$ 12,000
> US\$ 100M & ≤ US\$ 150M	US\$ 100,000	US\$ 82,000	US\$ 33,500	US\$ 13,250
> US\$ 150M & ≤ US\$ 200M	US\$ 113,000	US\$ 85,000	US\$ 41,000	US\$ 14,750
> US\$ 200M & ≤ US\$ 300M	US\$ 135,000	US\$ 103,000	US\$ 50,000	US\$ 15,250
> US\$ 300M & ≤ US\$ 500M	US\$ 155,000	US\$ 121,000	US\$ 59,000	US\$ 15,500
> US\$ 500M & ≤ US\$ 1B	US\$ 185,000	US\$ 152,000	US\$ 67,000	US\$ 15,750
> US\$ 1B	Case by Case	Case by Case	Case by Case	Case by Case

Aggregation Fee

Applicable when an obligor is issuing multiple series selling on the same date with the same security type.

Aggregated Par Amounts	Aggregation Fee
≤ US\$ 25M	US\$ 1,000
> US\$ 25M & ≤ US\$ 100M	US\$ 4,000
> US\$ 100M & ≤ US\$ 500M	US\$ 10,500
> US\$ 500M	US\$ 14,500

Issuer Rating

Debt Outstanding	Initial Fee	Annual Fee
≤ US\$ 100M	US\$ 30,000	US\$ 11,500
> US\$ 100M & ≤ US\$ 500M	US\$ 40,000	US\$ 16,000
> US\$ 500M & ≤ US\$ 1B	US\$ 53,000	US\$ 22,000
> US\$ 1B	US\$ 68,000	US\$ 33,000

Annual Monitoring Fee

Airport/Seaport Enterprises

All airport/seaport issuers with outstanding public underlying ratings will be charged an annual monitoring fee. The initial fee will be charged upon assignment of the initial rating and the annual fee will be charged thereafter on each subsequent anniversary. The amount of the annual fee will be based on total debt outstanding for each organization.

Debt Outstanding	Annual Fee
≤ US\$ 25M	US\$ 9,000
> US\$ 25M & ≤ US\$ 75M	US\$ 14,500

> US\$ 75M	US\$ 21,000
------------	-------------

Toll Roads

All toll roads with outstanding public underlying ratings will be charged an annual monitoring fee. The initial fee will be charged upon assignment of the initial rating and the annual fee will be charged thereafter on each subsequent anniversary. The amount of the annual fee will be based on total debt outstanding for each organization.

Debt Outstanding	Annual Fee
≤ US\$ 250M	US\$ 14,500
> US\$ 250M & ≤ US\$ 1B	US\$ 21,000
> US\$ 1B	US\$ 31,000

Public Utilities And All Other Public Sector Infrastructure Enterprises

Public Utilities and all other with outstanding public underlying ratings will be charged an annual monitoring fee. The initial fee will be charged upon assignment of the initial rating and the annual fee will be charged thereafter on each subsequent anniversary. The amount of the annual fee will be based on total debt outstanding for each organization.

Debt Outstanding	Annual Fee
≤ US\$ 100M	US\$ 14,500
> US\$ 100M & ≤ US\$ 500M	US\$ 21,000
> US\$ 500M & ≤ US\$ 1B	US\$ 27,000
> US\$ 1B	US\$ 40,000

Prepaid Transactions

A complexity fee will be added to the Standard Rating Fee for all municipal prepaid transactions based on the level of complexity of the transaction. In addition, a non-refundable annual fee of US\$ 11,500 will be charged beginning one year after the initial invoice. An upfront lump sum fee may be paid at the closing of the transaction in lieu of the annual fee. This fee is non-refundable should a deal fail to reach the 10-year term for any reason.

Levels	Complexity Fee
Level I Cash flows, Swap Agreements, Single Support Agreement, No Participant Credit Consideration	US\$ 25,000
Level II Cash flows, Swap Agreements, Multiple Support Agreements, Single Participant Credit Consideration, Guarantee(s)	US\$ 48,000
Level III Cash flows, Swap Agreements, Multiple Support Agreements, Multiple participant credit considerations, Guarantee(s), Additional structural and/or support considerations	US\$ 96,000

Assessment of a participant's credit quality in a prepaid transaction is not included in the above fees and will be billed separately.

Bank Bonds

A US\$ 10,000 fee will be charged for Bank Bond Ratings assigned in conjunction with the rating of the initial bonds.

Escrow Pre-Refunded Bonds

A US\$ 10,000 minimum fee will be charged for Escrow Pre-Refunded Bonds.

Commercial Paper

The initial and annual fee for program sizes less than or equal to US\$ 100M is US\$ 17,500 and US\$ 21,000 if greater than US\$ 100M. For multiple programs, a discounted initial and annual fee for program sizes less than or equal to US\$ 100M is US\$ 15,000 and US\$ 17,000 if greater than US\$ 100M.

Variable Rate Issues

Initial and annual fees for Variable Rate issues are as follows:

- Initial Fee: Additional US\$ 12,000 added to the long-term fees.
- Annual Fee: Based on the principal amount and is non-refundable.

Principal Amount	Fee
≤ US\$ 50M	US\$ 11,500
> US\$ 50M & ≤ US\$ 100M	US\$ 12,000
> US\$ 100M & ≤ US\$ 500M	US\$ 12,500
> US\$ 500M	US\$ 13,000

Self-Liquidity	Fee
≤ US\$ 100M	US\$ 27,500
> US\$ 100M & ≤ US\$ 500M	US\$ 41,000
> US\$ 500M & ≤ US\$ 1B	US\$ 48,000
> US\$ 1B	US\$ 59,000

Private Monitored Rate Fees

A private monitored issuer rating (PMR) may be requested by an issuer who does not have a current public rating with Moody's. Private credit ratings are defined in European law as credit ratings "produced pursuant to an individual order and provided exclusively to the person who placed the order" that "are not intended for public disclosure or distribution by subscription" and are subject to a duty of confidentiality and limitations on distribution (as set out below). Private credit ratings may not be used for regulatory purposes in certain jurisdictions, including in the European Union.

Initial/Annual Fees

The initial and annual fees for a PMR will be equivalent to the initial and annual fees for public ratings as set forth and will be payable as set forth above. Please contact the Account Management Team for details.

An issuer may request for an active PMR rating to be published at no additional cost.

Following repayment of your outstanding Moody's publicly rated debt and withdrawal of Moody's public debt rating, should you wish to retain a rating relationship with Moody's by requesting a private monitored issuer level rating (PMR), please contact your local relationship management contact to request the relevant rating application.

Amendments to Existing Variable Rate Transactions and/or RAC

A fee will be charged for certain changes or amendments to existing transactions. Examples of such changes or amendments and their related fees include, but are not limited to, the following:

FEE	AMENDMENTS
US\$ 2,600	Applies to extension of credit or liquidity enhancement.
US\$ 6,000 minimum	Applies to RAC.
US\$ 10,000	Applies to substitution of credit or liquidity enhancement with or without provision changes. When there are multiple deals with identical documents, the fee for the first deal is US\$10,000 and each additional deal is US\$ 5,500.
100% of new issuance fee	Applies to restructuring of security and complex substitutions, i.e., when the replacement credit or liquidity enhancement is a different type of enhancement vehicle

Break-Up Fee (Prior to Assignment of Ratings)

Prior to the assignment of a rating by Moody's, if the rating process is terminated for any reason, then 75% of the applicable fees as set forth in the Fee Schedule will be charged as a "Break-Up Fee".

Credit back: If the issue is reactivated and a rating with respect to such issue is assigned within a 6-month period from the date of such termination, then 75% of any Break-Up Fee may be used as credit against any further fees in connection with such rating incurred by the Applicant as detailed in the applicable Fee Schedule. Any residual amount remaining, after the credit-back is applied is non-refundable.

Postponed or Cancelled Fee (Termination After Assignment of Ratings)

For an issue that has been assigned a rating and is subsequently canceled or postponed, 75% of applicable fees will be charged as a "Postponed/Cancelled Fee".

Credit back: If a postponed or cancelled issue is reactivated and a rating with respect to such issue is assigned within a 6-month period from the date of the postponement/cancellation, then 75% of any Postponed/Cancelled Fee may be used as credit against any further fees incurred by the Applicant with respect to such reactivated issue as detailed in the applicable Fee Schedule. Any residual amount remaining, after the credit-back is applied is non-refundable.

Indicative Rating Service

The initial fee for rating services with respect to an issue that has been assigned an Indicative Rating will be 75% of the standard initial fee for such services. If an application for a public underlying and/or insured rating is received within 6 months of the assignment of the Indicative Rating, 75% the Indicative Rating Fee will be credited against the initial rating fee for such subsequently requested rating as set forth on the applicable Fee Schedule. Any excess of the 75% of the Indicative Rating Fee over the actual charges for the subsequently requested definitive rating is non-refundable.

Complex Financings

Moody's may charge an additional fee of up to US\$ 150,000 for certain types of complex financings. Please contact the Relationship Management Team to discuss whether such complex deal fees apply to a planned financing.

Rapid Turnaround

A minimum fee of US\$ 3,000 may be charged at Moody's sole discretion if there is a request for expedient delivery of a rating.

Credit Estimates

There will be a non-refundable Initial/Annual Fee of US\$ 8,000 and US\$ 6,000 respectively for each credit estimate assigned on Pooled Transactions.

Additional Fee for 3rd Party Service Providers/Out-of-pocket expenses

Moody's may: (i) request reimbursement of reasonable travel and related expenses; and (ii) in some instances, charge an additional fee for services/opinions provided by a third party in connection with the ratings process. In either of these circumstances, Moody's will seek confirmation from the applicant in advance. Any such fees will be payable upon receipt of an invoice from Moody's.

Taxes

All fees and all relevant caps are exclusive of VAT, GST, HST, Business Tax, Excise Tax, Consumption or other similar sales or use taxes, levies and charges of any kind whatsoever. In the event that Moody's is required by law to invoice for any such tax, levy or charge (an "Invoiced Tax") with respect to Moody's services hereunder, the applicant shall pay Moody's the amount of such Invoiced Tax upon invoice in addition to the invoiced fees. In the event that the fees are consideration for a supply which is subject to any such form of taxation or equivalent, the relevant fees shall be increased to compensate Moody's for any such taxation it is liable to pay or otherwise account for to any tax authority to the extent permissible under relevant law, but the amount of any such increase for taxes will not count towards any of the relevant caps. Where the applicant is responsible for accounting for and paying any VAT, GST, HST, Business Tax, Excise Tax, Consumption or other similar sales or use taxes, levies and charges of any kind locally, the fees payable to Moody's will not be affected, being exclusive of such taxes, and the applicant shall pay any such taxes directly to the relevant authority.

Pooled financings, letters of credit and structured issues (except for prepaid transactions) are not included in any of the above rates.

Moody's reserves the right to change rating fees without prior notification.

All inquiries may be directed to the Moody's Relationship Management Team at (212) 553-4055.

ORDINANCE FACT SHEET

DATE OF 1st READING: 09-03-24

CONTACT PERSON: Jaime Shobe

OFFICE REQUESTING: Office of Public Utilities, Finance

PHONE NUMBER: 217-789-2116

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

While this fee will be paid out of the proceeds from the bond refunding, prior authorization is required to schedule the call with the financial ratings agency. This ordinance authorizes the scheduling of said ratings review for a fall bond issuance.

FISCAL IMPACT: not to exceed \$250,000

SUGGESTED TITLE: An ordinance authorizing execution of an agreement with Moody's Investors Service and S&P Global Ratings for a total amount not to exceed \$250,000.00 to perform a credit ratings review for the upcoming refunding of the 2015 Senior Lien Electric Revenue Refunding Bonds for the Office of Public Utilities for Emergency Passage

CONTRACTOR / VENDOR NAME: Moody's Investors Service / S&P Global Ratings

VENDOR NO: MO007000 / ST009485

CONTRACT TERM: N/A

Change In Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$250,000

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Other:☐ Low Bid Meeting Specs☒ Exception: Sole Sources☐ Low Evaluated Bid

Code Provision: 38.40

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	102	300	KB	1831	1215	250,000.00
2						
3						
4						

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

Moody's Investors Service and S&P Global Rating Engagement Authorization

STAFF ANALYSIS

An ordinance authorizing execution of an agreement with Moody's Investors Service (estimated \$121,000) and S&P Global Ratings (estimated \$100,000) for a total amount not to exceed \$250,000.00 to perform a credit ratings review for the upcoming refunding of the 2015 Senior Lien Electric Revenue Refunding Bonds for the Office of Public Utilities for Emergency Passage. Prior authorization is required to schedule the call with the ratings agencies. This ordinance authorized the scheduling of said calls. The fees will be paid out of the proceeds of the bond refunding.

FUNDS CHECK BY: Cavanaugh,
Rachel H.Digitally signed by Cavanaugh,
Rachel H.
Date: 2024.08.21 09:18:49 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.08.21 08:50:22 -05'00'

Date: _____

CITY PURCHASING AGENT: Michael Lesko

Date: 08/21/2024

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2024-374

**A RESOLUTION FOR THE DESIGNATION OF LAUREL STREET FROM
MARTIN LUTHER KING EAST TO TAYLOR AVENUE AS "REV. DR. CHARLES
W. TINER, SR. D.D. WAY" FOR THE MAYORS OFFICE, FOR EMERGENCY
PASSAGE**

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

WHEREAS, Reverend Doctor Charles W. Tiner, Sr. served as the founding and organization Pastor of Pilgrim Rest Missionary Baptist Church in Springfield for 45 years until he retired; and

WHEREAS, to commemorate his legacy and his work within the community, his son, Charles W. Tiner, Jr. wishes to designate part of Laurel Street from Martin Luther King East to Taylor Avenue as "Rev. Dr. Charles W. Tiner, Sr. D.D. Way"; and

WHEREAS, the signs shall be placed at the intersection of Martin Luther King and Laurel Street and the intersection of Laurel Street and Taylor Avenue for a period of one year; and

WHEREAS, the City wishes to honor Rev. Dr. Charles W. Tiner, Sr. legacy and his work within the community by designating part of Laurel Street from Martin Luther King East to Taylor Avenue as "Rev. Dr. Charles W. Tiner, Sr. D.D. Way"

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

Section 1: That the City shall place "Rev. Dr. Charles W. Tiner, Sr. D.D. Way" street signs at the intersection of Martin Luther King and Laurel Street and the intersection of Laurel Street and Taylor Avenue for a period of one year to honor Rev. Dr. Charles W. Tiner, Sr. legacy and his work within the community.

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
Alderman Shawn Gregory


Office of Corporation Counsel/Date 8/29/24

-OUR SHEPHERD-
-Rev. Charles W. Tiner, Sr.-

The entire congregation of Pilgrim Rest Missionary Baptist Church has been blessed abundantly during Pastor Tiner's ministry in Springfield, Illinois. We would like to share some of the spiritual accomplishments that have been achieved since Pastor Tiner has been at Pilgrim Rest as well as some information regarding himself.

Pastor Charles Wesley Tiner, Sr. was born September 6, 1937 in Shaw, Mississippi, the son of the late Archie and Mary Elizabeth Tiner. Out of five children born to this union, Pastor Tiner is the youngest. In 1952 at the age of 15, Pastor Tiner and his family migrated north to the windy city of Chicago, Illinois.

In July of 1966, Pastor Tiner accepted the call into the ministry and was ordained as a Baptist minister in August of 1967 at The New Greater Exodus Missionary Baptist Church by the late Rev. John Whitehead, Sr., pastor. In August of 1972, Pastor Tiner moved to Springfield and accepted the pastorship of Holy City Missionary Baptist Church. July 1973, Pastor Tiner resigned from Holy City and founded Pilgrim Rest Missionary Baptist Church in its present location. On that great day 88 souls came into this membership. In 1974, Pastor Tiner joined the Sangamon County Sheriff Department. October of 1977 he resigned from the Sheriff Department to devote full time to the ministry and God has been blessing Pilgrim Rest since then by leaps and bounds.

Pastor Tiner by no means has been selfish with his children, Vanlee, Dee, Charles, Emmitt and Terria. All five of them have been very active in the Mass Choir at Pilgrim Rest down through the years and truly blessed our congregation with their God given talents. Pastor Tiner is an avid sportsman. He often finds his most relaxing moments on the fishing banks or in the woods in the wintertime hunting.

SPIRITUAL ACCOMPLISHMENTS

Down through the years of Pastor Tiner's teachings, there have been six men called to the ministry, two of which are now ordained pastors. Pastor Tiner has eighteen senior deacons. When he began his ministry at Pilgrim Rest there were none. Under the guidance of the Holy Spirit and direction of Pastor Tiner there are various ministries at Pilgrim Rest: Deacon, Deaconess, Mothers, Usher, Pastor's Aide and Nurses, Sunday School, Missionary, Youth and Young Adult, Music and Bus ministry. We have also been blessed with spiritually uplifting Wednesday night bible study and it has strengthened many of our member's lives. Many souls have been added to Christ under Pastor Tiner and with the guidance of him we are trusting in the Lord for continuous blessings.

In the mid 90's, God gave Pastor Tiner the vision to build a new worship facility. October 31 1999, Groundbreaking -- 2000 was held for our new sanctuary and fellowship hall. Construction began the first week in April, 2000 and was completed in November of that same year. On December 10, 2000, Pilgrim Rest dedicated their new sanctuary and fellowship hall.

Pastor Tiner has taken various seminary courses in Christian education. He was awarded an Honorary Doctor of Divinity Degree on August 18, 2001 from the Gospel Outreach Ministry Theological Institute in Chicago, IL. Pastor Tiner also served as president of the Baptist Pastors' Fellowship from January 2000 thru March 2003.

*We are ever grateful to God for Pastor Tiner and want to show our appreciation to him on his **FORTY-FIFTH YEAR ANNIVERSARY!!** May God continue to shower his many blessings down upon our pastor, Rev. Charles W. Tiner, Sr.*



ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

9/3/2024

OFFICE REQUESTING: mayor's Office

CONTACT PERSON: Haley Wilson

PHONE NUMBER: _____

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

TYPE OF ORDINANCE: _____

FISCAL IMPACT: \$ _____

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

SUGGESTED TITLE:

A RESOLUTION FOR THE DESIGNATION OF LAUREL STREET FROM MARTIN LUTHER KING EAST TO TAYLOR AVENUE AS "REV. DR. CHARLES W. TINER, SR. D.D. WAY" FOR THE MAYORS OFFICE, FOR EMERGENCY PASSAGE

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope

Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid

☐ Other: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☒ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☒ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Reverend Doctor Charles W. Tiner, Sr. served as the founding and organization Pastor of Pilgrim Rest Missionary Baptist Church in Springfield for 45 years until he retired. To commemorate his legacy and his work within the community, his son, Charles W. Tiner, Jr. wishes to designate part of Laurel Street from Martin Luther King East to Taylor Avenue as "Rev. Dr. Charles W. Tiner, Sr. D.D. Way". The signs shall be placed at the intersection of Martin Luther King and Laurel Street and the intersection of Laurel Street and Taylor Avenue.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE REGULATING PUBLIC CAMPING WITHIN
CORPORATE BOUNDARIES AND OTHER ACTIONS IN CONNECTION
THEREWITH FOR THE CITY OF SPRINGFIELD, FOR EMERGENCY
PASSAGE**

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

WHEREAS, estimates provide that, in 2020, there were approximately 10,431 Illinoisans experiencing homelessness; and

WHEREAS, a 2022 study by the United States (U.S.) Department of Housing and Urban Development estimated that 9,212 people were experiencing homelessness in Illinois in January 2022, with an estimated 20.6% of those homeless persons being unsheltered, meaning they have no form of shelter on which to rely; and

WHEREAS, the American Public Health Association has recognized homelessness as a public health issue, since research shows that homeless individuals (1) suffer “higher mortality rates and chronic disease loads” than non-homeless populations; (2) “overuse emergency services, leading to higher costs for treatment” for all persons; and, (3) with no form of shelter “can exacerbate conditions such as diabetes and hepatitis C”; and

WHEREAS, the U.S. Interagency Council on Homelessness has noted that people “who experience homelessness die nearly 30 years earlier than the average American—and often from easily treatable illnesses”; and

WHEREAS, pursuant to Section 1-1-4 of the Illinois Municipal Code (65 ILCS 5/1-1-4), the City has those powers conferred upon it by the Illinois Municipal Code; and

WHEREAS, the Section 1-2-1 of the Illinois Municipal Code (65 ILCS 5/1-2-1), provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, Section 1-2-1.1 of the Illinois Municipal Code (65 ILCS 5/1-2-1.1) empowers the corporate authorities of the municipality to pass ordinances to regulate any matter that is expressly within the powers granted to the municipality by making the violation a misdemeanor punishable by up to six (6) months of incarceration; and

WHEREAS, Section 1-1-10 of the Illinois Municipal Code (65 ILCS 5/1-1-10) empowers the corporate authorities of the municipality to exercise all powers granted to it expressly, by necessity, by the Illinois Municipal Code, by Illinois statute, or by the Illinois Constitution; and

WHEREAS, Section 11-20-5 of the Illinois Municipal Code (65 ILCS 5/11-20-5) empowers the corporate authorities of each municipality to “do all acts and make all regulations

which may be necessary or expedient for the promotion of health or the suppression of diseases”;
and

WHEREAS, Section 11-60-2 of the Illinois Municipal Code (65 ILCS 5/11-60-2) also empowers the corporate authorities of each municipality to define, prevent and abate nuisances;
and

WHEREAS, in *City of Grants Pass, Oregon v. Johnson*, 603 U.S. ___, 144 S. Ct. 2202 (2024), the United States Supreme Court held that the criminalization of “public camping”, as defined in the City of Grants Pass’s ordinance, did not unconstitutionally infringe on the Eighth Amendment rights of homeless and otherwise unhoused persons within said City; and

WHEREAS, in *Johnson*, the United States Supreme Court acknowledged that homelessness is a “complex and serious social issue” whose “causes are many” and which “cries out for effective responses” to combat it. *Johnson*, 603 U.S. ___, slip op. at 10, 34; and

WHEREAS, in *Johnson*, the United States Supreme Court relied heavily on the “stepwise” escalation of penalties in Grants Pass’s ordinance to uphold its constitutionality. *Id.* at 11, 16–17; and

WHEREAS, in view of the foregoing, the City Council believe that it is appropriate, necessary and in the best interests of the City and its residents, that the City implement a public camping prohibition and related enforcement mechanisms, to address the myriad public concerns that public camping creates.

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

Section 1: That the City Council hereby amends Title XIII, Chapter 130 by adding Section 130.008 pertaining to the prohibition of public camping to the 1988 City of Springfield Code of Ordinances, as amended, and as shown on attached Exhibit “A”.

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

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____

City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher
Alderwoman Lakeisha Purchase

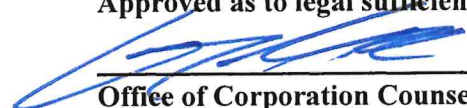
 8/29/24
Office of Corporation Counsel / Date

EXHIBIT A

TITLE XIII: - GENERAL OFFENSES

CHAPTER 130. – OFFENSES PERTAINING TO PROPERTY

§ 130.008. – Public camping prohibited.

(a) Definitions.

- (1) “Bedding” means a sleeping bag, blanket, or any other material used for bedding purposes.
- (2) “Campsite” means any physical space that is not within an established structure, where Bedding, Personal Property, or any stove or fire, is placed, established or maintained, for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack or other temporary structure of any kind, or any vehicle or part thereof.
- (3) “Exempt Personal Property” means items which would otherwise constitute Personal Property as defined herein, but which (i) has no apparent utility or monetary value; (ii) Personal Property which is unsanitary to store or otherwise maintain; (iii) any weapon possessed illegally; (iv) drug paraphernalia; (v) items appearing to be stolen or otherwise appearing to be evidence of a crime; (vi) items which the person cannot demonstrate the requisite lawful authority to possess; and, (vii) any items of food which can reasonably be expected to spoil or otherwise perish within the next 30 days.
- (4) “Personal Property” means any item reasonably recognizable as belonging to a person and having apparent utility or monetary value, except for Exempt Personal Property.
- (5) “Public Camping” means to cause or participate in the establishment of, or the act of remaining in or at, a Campsite.

(b) Public Camping, as the term is defined herein, is hereby declared to be detrimental to the public health, safety, and welfare and constitutes a nuisance. Except for those parcels of property specifically designated by the City in any subsequent ordinance, no City property is permitted nor intended to be used for Public Camping, as the term is defined herein. In addition to the general prohibition against Public Camping, no person shall:

- (1) Sleep, or otherwise engage in Public Camping, on a public sidewalk, street, alley, lane, other public right-of-way, park, bench, or any other publicly-owned property, nor on or under any bridge or viaduct, at any time.

- (2) Sleep, or otherwise engage in Public Camping, in any pedestrian or vehicular entrance to public or private property abutting a public right-of-way.
- (3) Sleep, or otherwise engage in Public Camping, on any real property owned or otherwise maintained by the City.
- (4) Park a vehicle overnight within the City for the purpose of engaging in Public Camping in said vehicle.
- (5) Park or leave any vehicle parked for two consecutive hours, or remain within a parked vehicle on any property under the jurisdiction of the City for the purpose of Public Camping, for two consecutive hours without permission from the City Council, unless otherwise allowed under this Code, between the hours of midnight and 6:00 a.m.

The various activities described and enumerated in this subsection shall not be deemed to be exclusive.

- (c) Notwithstanding the foregoing, it shall not be a violation to engage in Public Camping when done (i) in a manner specifically authorized by this Code; (ii) after a formal declaration of the City in emergency circumstances; or, (iii) upon resolution of the City Council, the same may exempt a special event from the prohibitions of this section if the City Council finds such exemption to be in the public interest and consistent with the goals and objectives of the City Council, and with such conditions imposed as the City Council deems necessary. Any conditions imposed will include a condition requiring that the applicant provide evidence of adequate insurance coverage and agree to indemnify the City for any liability, damage or expense incurred by the City as a result of the activities of the applicant. Any findings by the City Council shall specify the exact dates and location covered by the exemption.
- (d) Removal of a Campsite in violation of this Ordinance may occur under the following circumstances:
 - (1) Prior to removing a Campsite, the City shall post a notice, 24-hours in advance of the removal, unless immediate removal of the Campsite is deemed to be necessary for one of the reasons in subparagraphs 1-4, below. If immediate removal is undertaken, the basis for causing the immediate removal of such Campsite should be adequately documented by the appropriate person(s):
 - i. immediate removal of the Campsite is necessary to maintain access to a property;
 - ii. immediate removal of the Campsite is necessary to maintain the sanitary condition of a property;
 - iii. immediate removal of the Campsite is necessary because the Campsite is an obstruction to any public right-of-way; or,

- iv. immediate removal of the Campsite is necessary because the Campsite poses a risk to the health and safety of the City and its residents.
- (2) If a 24-hour notice has been posted, and the 24-hour notice period has passed, then the Campsite, as well as all Personal Property thereon, shall be removed by the appropriate person(s) acting on behalf of the City.
- (3) Upon any removal of a Campsite, the person causing such action to be taken shall inform an appropriate agency delivering social services to homeless individuals in the City of the location of the Campsite and the persons found to be in violation of this Ordinance, so said agency may determine whether or not it would be appropriate to offer its services to those persons.
- (4) No portion of this Subsection shall be construed to prohibit any person found to be engaging in Public Camping from removing their Personal Property from the Campsite; however, such Personal Property that constitutes Exempt Personal Property and which a reasonably prudent law enforcement officer, exercising the applicable constitutional standard, would conclude that said Exempt Personal Property constitutes items appearing to be stolen or otherwise appearing to be evidence of a crime, or items which the person cannot demonstrate the requisite lawful authority to possess, may be retained and stored as evidence.
- (e) All Personal Property removed from any Campsite which is not Exempt Personal Property shall be stored by the appropriate law enforcement agency of the City, for a minimum of 30 days, during which time it shall be reasonably available for and released to an individual confirming ownership. All Exempt Personal Property may be disposed of or retained as evidence by the appropriate law enforcement agency of the City.
- (f) Any person who shall violate any provision of this Section shall be subject to the following penalties upon conviction thereof:
 - (1) A fine in the amount of \$75 for the first offense within a twenty-four (24) month period.
 - (2) A fine in the amount of \$150 for the second offense within a twenty-four (24) month period.
 - (3) A fine in the amount of \$350 for the third offense within a twenty-four (24) month period.
 - (4) A fine in the amount of \$500 for the fourth offense within a twenty-four (24) month period.
 - (5) A fine in the amount of \$750 for the fifth offense within a twenty-four (24) month period.

- (6) A fine in the amount of \$750 or incarceration for a period not exceeding the maximum time allowed pursuant to Section 1-2-9 of the Illinois Municipal Code (65 ILCS 5/1-2-9) for the sixth offense within a twenty-four (24) month period.

In lieu of any monetary penalty the City may recommend, or the hearing officer on its motion may impose, a sentence of public or community service by cleaning the rights-of-way and other public facilities of the City for an amount of time that, if the person found to have violated this Ordinance was being paid the minimum wage under Illinois law, the amount paid for that person's labors would have been equal to the monetary penalty assessed under this Ordinance.

Any penalty imposed pursuant to this Section shall be mitigated if the person immediately removed all Personal Property and litter, including but not limited to bottles, cans, and garbage, from the Campsite after the person was informed that the person was in violation of this Section.

A separate offense shall be deemed committed on each day on which a violation occurs or continues.

In addition to any other remedy provided by law or this Ordinance, any person found in violation of this section may be immediately removed from the premises where the Campsite is located.

ORDINANCE FACT SHEET

DATE OF 1st READING: 9/3/24

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Kateah McMasters

PHONE NUMBER: 217-789-2393

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

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE REGULATING PUBLIC CAMPING WITHIN CORPORATE BOUNDARIES AND OTHER ACTIONS IN CONNECTION THEREWITH FOR THE CITY OF SPRINGFIELD

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 REGULATING PUBLIC CAMPING WITHIN CORPORATE BOUNDARIES AND OTHER ACTIONS IN CONNECTION THEREWITH FOR THE CITY OF SPRINGFIELD.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR:

CITY PURCHASING AGENT:

SIGN OFF:


(Mayor's Signature) GEM

Date: _____

Date: _____

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2024-376