

AN ORDINANCE AUTHORIZING THE PURCHASE OF CISCO SMARTNET
SUPPORT MAINTENANCE FOR THE CORE INFRASTRUCTURE
EQUIPMENT FROM PRESIDIO NETWORKED SOLUTIONS LLC FROM A
STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$96,007.91,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance authorizes and approves the purchase of Cisco Smartnet Business Network Infrastructure Maintenance from Presidio Networked Solutions LLC ("Presidio"), and

WHEREAS, the existing support package is expiring, and

WHEREAS, the purchase of continued support is necessary, and

WHEREAS, in accordance with the provisions of Section 38.50 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint purchase under the State of Illinois contract number 24-448DOIT-ADMIN-P-53992.

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 Cisco Smartnet Business Network Infrastructure Maintenance from Presidio in an amount not to exceed Ninety-Six Thousand Seven Dollars and Ninety-One Cents (\$96,007.91).

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

Section 3. The payment to Presidio for the total maximum amount of Ninety-Six Thousand Seven Dollars and Ninety-One Cents (\$96,007.91). from Account Nos. 101-200-JB-6238-1206, 102-200-JB-7838-1206, and 102-100-CAA-7701-1206 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

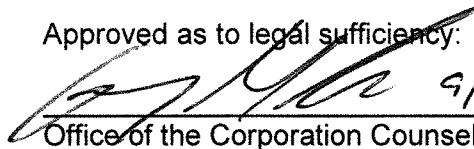
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 9/12/24

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: Presidio Networked Solutions LLC
CONTRACT AMOUNT: \$96,007.91
TYPE OF AWARD: Joint Purchase - State

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 502-11-23, Presidio Networked Solutions, \$74,172.58, 1 yr.

INFORMATION:

This is a standard ordinance for the purchase of Cisco infrastructure maintenance using State Contract 24-448DOIT-ADMIN-P-53992.

This Ordinance authorizes the purchase of Cisco maintenance in an amount not to exceed \$96,007.91, with Presidio Networked Solutions LLC ("Presidio"). The State of Illinois solicited bids and allows municipalities to share in the bulk cost savings by ordering off such contracts. This Ordinance authorizes the purchase of maintenance for the City's business network infrastructure. It provides hardware maintenance for the servers in the data centers, including Smartnet support for the Miller Street, Dallman, and Municipal Center West devices, the Municipal Center East and Groth Street chassis, datacenter switches, firewall devices, and wireless bridge components.

Presidio 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: September 4, 2024

SUBJECT: Joint Contract Purchasing Determination

I have reviewed the Ordinance Fact Sheet with Presidio Network Solutions, for CISCO infrastructure maintenance at a cost of \$96,007.91 for the Office of Public Utilities.

The State of Illinois Joint Purchasing Contract Number is #24-448DOIT-ADMIN-P-53992.

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 the State of Illinois Master Contract available for joint purchasing.



Agency Attachments: New folder.zip
Attachment A To CMT4021089 - Pricing Document 07182023.xlsx
CMT4021089 JPMC VoIP Cisco Contract_EXECUTED.pdf

Vendor Attachments:

Master Blanket Purchase Order 24-448DOIT-ADMIN-P-53992

Header Information

Purchase Order Number:	24-448DOIT-ADMIN-P-53992	Release Number:	0	Short Description:	JPMC DoIT VoIP & Cisco Equip & Serv RFP
Status:	3PS - Sent	Purchaser:	Lori Andrews	Receipt Method:	Quantity
Fiscal Year:	2024	PO Type:	Blanket	Minor Status:	
Organization:	DoIT - Department of Innovation and Technology	Location:	AE001 - Applications	Type Code:	Competitive Sealed Proposal
Department:	APP448 - Applications	Entered Date:	07/24/2023 10:13:03 AM	Discount %:	0.00%
Alternate ID:	9100001619	Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	1	Actual Cost:	\$0.00		
Release Type:	Direct Release	Tax Rate:			
Contact Instructions:	Contact Lori A. Andrews, CPPB at lori.andrews@illinois.gov				

Print Format:

Is this a Small Business Set Aside Procurement?: No

Date Contract Executed: 07/21/2023

Master Contract?: Yes

Original/ Old Contract/PO Number: CMT4021089

Incoterm Key:

Incoterm Location (City):

Release Begin Date:

Release End Date:

Is there a BEP/BBP Participation Goal?: Yes

Primary Vendor Information & PO Terms

Vendor:	V00004579 - Presidio Networked Solutions, LLC	Payment Terms:	NA	Shipping Method:	
	Doug Risk 401 SW Water St Suite 601 Peoria, IL 61602 US Email: drisk@presidio.com Phone: (309)306-7831	Shipping Terms:		Freight Terms:	

PO

Acknowledgements:	Document	Notifications	Acknowledged Date/Time
	Change Order 2	Emailed to drisk@presidio.com at 07/25/2023 02:08:51 PM	
	Change Order 3	Emailed to drisk@presidio.com at 08/29/2023 04:40:23 PM	
	Change Order 4	Emailed to drisk@presidio.com at 09/01/2023 11:28:49 AM	
	Change Order 5	Emailed to drisk@presidio.com at 09/27/2023 12:57:14 PM	
	Change Order 6	Emailed to drisk@presidio.com at 10/04/2023 02:05:13 PM	

Master Blanket/Contract Vendor Distributor List

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00004579	Presidio Networked Solutions, LLC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date:	07/21/2023	Master Blanket/Contract End Date:	07/20/2033
Cooperative Purchasing Allowed:	Yes		

TO: City of Springfield, IL
Jay Underfanger
300 S. 7th Rm B7
Springfield, IL 62701

jay.underfanger@cwlp.com
(p) 217-789-2043
(f) (217) 789-2210

FROM: Presidio Networked Solutions Group, LLC
Tadd Gerst
225 West Washington
Suite 1450
Chicago, IL 60606

tgerst@presidio.com
(p) +1.309.306.7833

BILL TO: City of Springfield, IL
Accounts Payable Department
City Water, Light & Power
800 East Monroe St., 4th Floor, Municipal Ctr., East
Springfield, IL 62757

jay.underfanger@cwlp.com
(p) .

SHIP TO: City of Springfield, IL
Jay Underfanger
City of Springfield, Office of Public Utilities
300 South 7th Street, Room 109
Springfield, IL 62701

jay.underfanger@cwlp.com
(p) 217-789-2043

Customer#: CITY0290
Account Manager: Tadd Gerst
Inside Sales Rep: Amy Peterson
Title: Smartnet Renewal - earliest end date 10/31/2025

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
1	con-smartnet	CISCO SMARTNET MAINTENANCE RENEWAL	\$96,007.91	1	\$96,007.91
		Start Date: 11/29/2024			
		End Date: 10/31/2025			
		Comments: 272196636			
Sub Total:					\$96,007.91
Grand Total:					\$96,007.91

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1 1/2% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein.

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided. If you are entitled to a tax exemption please upload your tax exemption certificate(s) to <https://app.certexpress.com/?c=32682b7046535333684958324362453d>
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges for shipment of goods.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

Confidential Information.

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

GEM

Date

OUR GOAL IS SIMPLE – TO MAKE YOUR TECHNOLOGY FINANCING SOLUTION EASY AND ECONOMICAL

Accelerate the adoption of new technology with PTC's flexible financing solutions. Our in-house financing specialists can help roll all of your technology-related costs (hardware, software, maintenance, services) into a single payment structure designed to meet your technology needs and budget requirements.

SAMPLE 36 MONTH LEASE QUOTE

Presidio can offer you 36-month indicative lease rates for the equipment in this quote for as low as **\$2,906.26 *** per month.

	Sale Price	Monthly Lease Price
Other	\$96,007.91	\$2,906.26
Grand Total:	\$96,007.91	\$2,906.26

FINANCING OPTIONS WITH NO PAYMENTS FOR UP TO 90 DAYS

Our program allows your company to accelerate the adoption of new technology, receive the benefits now, and delay the initial payments for up to 90 days.

CONTACT US

For more information on Presidio's financing options and current promotions please call 1-800-248-1126 or email ptc@presidio.com to get in touch with a Financial Solutions Consultant. Visit www.presidio.com to learn more.

* This rate is for planning purposes only and subject to change based on final in equipment configurations, installation time frames, and market conditions. All quotes are subject to approval by the Presidio Technology Capital Finance Committee and execution of PTC's standard lease and credit documentation.

Corporate Headquarters:
One Penn Plaza, Suite 2832, New York, NY 10119
Tristate - Long Island, NY Office
110 Parkway Drive South, Hauppauge, NY 11788
Main # 631.656.7600

Quote Created for:

City of Springfield IL

Quotation #: 2003524104634-01

Quote Dated: 3-Sep-2024

PRICE PROTECTION ENDS 12/18/24

Sales Contacts:

Todd Gerst, Account Manager
tgerst@presidio.com
Direct # 309-306-7833

Rebecca Nordbye, Services & Subscription Specialist
rnordbye@presidio.com
Direct # 425-468-6451

SMARTnet Renewal Quotation

Contract #	Service Level	Service Description	Product #	Product Description	Instance #	Serial #	Qty.	Site ID	Install Site Name	Location/Address	Begin Date	End Date	SMARTnet Service SKU	List Price	Unit Price	Ext Price
205056011	SMT	SNTC 8X5XNBD	ASA5506-K9	ASA 5506-X with FirePOWER services, 8GE, AC, 30ES/AES	5304831174	JMX251G001	1	1196993	CITY WATER LIGHT & POWER COMPANY	3100 STEVENSON DRIVE SPRINGFIELD, IL 62703-4462 US	29-Nov-2024	28-Nov-2025	CON-SNT-ASA5506K	\$ 137.00	\$ 112.34	\$ 112.34
205056011	SMT	SNTC 8X5XNBD	ASA5506-K9	ASA 5506-X with FirePOWER services, 8GE, AC, 30ES/AES	5304831272	JMX255G21Z	1	1196993	CITY WATER LIGHT & POWER COMPANY	3100 STEVENSON DRIVE SPRINGFIELD, IL 62703-4462 US	29-Nov-2024	28-Nov-2025	CON-SNT-ASA5506K	\$ 137.00	\$ 112.34	\$ 112.34
205056011	SMT	SNTC 8X5XNBD	ASA5506-K9	ASA 5506-X with FirePOWER services, 8GE, AC, 30ES/AES	5304831280	JMX255G22A	1	1196993	CITY WATER LIGHT & POWER COMPANY	3100 STEVENSON DRIVE SPRINGFIELD, IL 62703-4462 US	29-Nov-2024	28-Nov-2025	CON-SNT-ASA5506K	\$ 137.00	\$ 112.34	\$ 112.34
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649424888	JAE25520AB9	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649424896	JAE25520AAW	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649424914	JAE25520BCX	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649424928	JAE25520B3D	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649424934	JAE25520B1P	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649424950	JAE25520A25	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649424956	JAE25520A5D	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649424973	JAE25520C3T	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649424982	JAE25520C38	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649424993	JAE25520B2T	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649425013	JAE25520BUB	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649425028	JAE25520CCN	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649425060	JAE25520CKV	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649425070	JAE25520CFK	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649425083	JAE25520C0Y	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649425085	JAE25520C5Z	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649425099	JAE25520D2R	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649425115	JAE25520C2F	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649425129	JAE25520CRW	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	5649425133	JAE25520CRH	1	1031412576	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701-1900 US	29-Nov-2024	28-Nov-2025	CON-SNT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SMT	SNTC 8X5XNBD	C9300L-48T-E	Catalyst 9300 48-port data only, Network Essentials	5819273807	FIC27152NFN	1	1051427827	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SNT-C930048E	\$ 711.04	\$ 583.05	\$ 583.05
205056011	SMT	SNTC 8X5XNBD	C9300L-48T-E	Catalyst 9300 48-port data only, Network Essentials	5819273825	FIC27152NGY	1	1051427827	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SNT-C930048E	\$ 711.04	\$ 583.05	\$ 583.05
205056011	SMT	SNTC 8X5XNBD	C9300L-48T-E	Catalyst 9300 48-port data only, Network Essentials	5819273832	FIC27152PAT	1	1051427827	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SNT-C930048E	\$ 711.04	\$ 583.05	\$ 583.05

Contract #	Service Level	Service Level Description	Product #	Product Description	Instance #	Serial #	Qty.	Site ID	Install Site Name	Location/Address	Begin Date	End Date	SMARTnet Service SKU	List Price	Unit Price	Ext Price
205056011	SMT	SNTC 8X5XNBD	C9300-48T-E	Catalyst 9300 48-port data only, Network Essentials	5819273836	FCI27152N48	1	1051427827	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SMT-C930048E	\$ 711.04	\$ 583.05	\$ 583.05
205056011	SMT	SNTC 8X5XNBD	C9300-48T-E	Catalyst 9300 48-port data only, Network Essentials	5819273842	FCI27152P2K	1	1051427827	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SMT-C930048E	\$ 711.04	\$ 583.05	\$ 583.05
205056011	SMT	SNTC 8X5XNBD	C9300-48T-E	Catalyst 9300 48-port data only, Network Essentials	5819273849	FCI27152NNM5	1	1051427827	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SMT-C930048E	\$ 711.04	\$ 583.05	\$ 583.05
205056011	SMT	SNTC 8X5XNBD	C9300X-24Y-A	Catalyst 9300X 24x25G Fiber Ports, modular uplink Switch	5816489389	FOC2716VHQ	1	1051427827	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9300XVA	\$ 2,119.00	\$ 1,737.58	\$ 1,737.58
205056011	SMT	SNTC 8X5XNBD	C9300X-24Y-A	Catalyst 9300X 24x25G Fiber Ports, modular uplink Switch	5816489391	FOC2716VGLT	1	1051427827	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9300XVA	\$ 2,119.00	\$ 1,737.58	\$ 1,737.58
205056011	SMT	SNTC 8X5XNBD	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	5778874166	FOO27012PJS	1	1051427827	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9504Y4A	\$ 2,052.00	\$ 1,682.64	\$ 1,682.64
205056011	SMT	SNTC 8X5XNBD	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	5778874176	FOO27012PQZ	1	1051427827	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9504Y4A	\$ 2,052.00	\$ 1,682.64	\$ 1,682.64
205056011	SMT	SNTC 8X5XNBD	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	5778874180	FOO27012PPH	1	1051427827	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9504Y4A	\$ 2,052.00	\$ 1,682.64	\$ 1,682.64
205056011	SMT	SNTC 8X5XNBD	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	5778874192	FOO27012PK7	1	1051427827	CITY OF SPRINGFIELD	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9504Y4A	\$ 2,052.00	\$ 1,682.64	\$ 1,682.64
205056011	SMT	SNTC 8X5XNBD	W5-C3850-24X5-E	^Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	5198060887	FCW203C02V	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SMT-W5850XSE	\$ 2,433.99	\$ 1,995.87	\$ 1,995.87
205056011	SMT	SNTC 8X5XNBD	W5-C3850-24X5-E	^Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	5198060895	FOC2203X02V	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SMT-W5850XSE	\$ 2,433.99	\$ 1,995.87	\$ 1,995.87
205056011	SMT	SNTC 8X5XNBD	W5-C3850-24X5-E	^Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	5322708666	FCW2303CL47	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SMT-W5850XSE	\$ 2,433.99	\$ 1,995.87	\$ 1,995.87
205056011	SMT	SNTC 8X5XNBD	W5-C3850-24X5-E	^Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	5322708675	FCW2303D17X	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SMT-W5850XSE	\$ 2,433.99	\$ 1,995.87	\$ 1,995.87
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5195651959	FOC2202L4TF	1	411444803	CITY WATER LIGHT AND POWER	MUNICIPAL CENTER WEST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5195651980	FOC2202L4TA	1	411444803	CITY WATER LIGHT AND POWER	MUNICIPAL CENTER WEST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5195652020	FOC2202L4TH	1	411444803	CITY WATER LIGHT AND POWER	MUNICIPAL CENTER WEST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5195652022	FOC2202L4TS	1	411444803	CITY WATER LIGHT AND POWER	MUNICIPAL CENTER WEST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778279	FCW2203D02L	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778281	FCW2203D02B	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778283	FCW2203D023	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778289	FCW2203D022	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778292	FCW2203C0XH	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778297	FCW2203C0XF	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778298	FOC2203U0WC	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778301	FOC2203X110	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778305	FCW2203F0YD	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778308	FCW2203C0XG	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SMT	SNTC 8X5XNBD	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778316	FCW2203C0WB	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SMT-W55048UL	\$ 1,276.37	\$ 1,005.62	\$ 1,005.62
205056011	SNTTP	SNTC 24X7X4	ASA5506-K9	ASA 5506-K9 with FirePOWER services, 8GE, AC, 3DES/AES	5124628776	JM02123Y020	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SNTP-ASA5506K	\$ 241.00	\$ 197.62	\$ 197.62
205056011	SNTTP	SNTC 24X7X4	ASA-IC-6GE-SFP-A=	^ASA 5512-X/5515-X Int. Card 6-port GE SFP (SX, LX) Spare	1712990474	FG11937400A	1	1196993	CITY WATER LIGHT & POWER COMPANY	3100 STEVENSON DRIVE SPRINGFIELD, IL 62703-4462 US	29-Nov-2024	30-Sep-2025	CON-SNTP-ASA5A1	\$ 1,773.46	\$ 1,044.24	\$ 1,044.24
205056011	SNTTP	SNTC 24X7X4	ASA-IC-6GE-SFP-A=	^ASA 5512-X/5515-X Int. Card 6-port GE SFP (SX, LX) Spare	1712990514	FG119374006	1	1196993	CITY WATER LIGHT & POWER COMPANY	3100 STEVENSON DRIVE SPRINGFIELD, IL 62703-4462 US	29-Nov-2024	30-Sep-2025	CON-SNTP-ASA5A1	\$ 1,773.46	\$ 1,044.24	\$ 1,044.24
205056011	SNTTP	SNTC 24X7X4	CL-C6807XL-S2T-BUN	^Chassis-Fan Tray+ Sup2T+2aPower Supply; IP Services ONLY	1636668637	SMC1849001Q	1	411444803	CITY WATER LIGHT AND POWER	MUNICIPAL CENTER WEST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SNTP-C652TBUN	\$ 11,781.15	\$ 9,660.54	\$ 9,660.54
205056011	SNTTP	SNTC 24X7X4	CL-C6807XL-S2T-BUN	^Chassis-Fan Tray+ Sup2T+2aPower Supply; IP Services ONLY	1758464711	SMC1940008	1	411444803	CITY WATER LIGHT AND POWER	MUNICIPAL CENTER WEST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SNTP-C652TBUN	\$ 11,781.15	\$ 9,660.54	\$ 9,660.54
205056011	SNTTP	SNTC 24X7X4	C6807-XL-S6T-BUN	^Chassis-Fan Tray+ Sup6T+2aPower Supply; IP Services ONLY	5067121440	FG2045164N	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SNTP-C6807XMD	\$ 5,629.00	\$ 4,615.78	\$ 4,615.78
205056011	SNTTP	SNTC 24X7X4	C6807-XL-S6T-BUN	^Chassis-Fan Tray+ Sup6T+2aPower Supply; IP Services ONLY	5067121442	FG204516MP	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SNTP-C6807XMD	\$ 5,629.00	\$ 4,615.78	\$ 4,615.78

2024-08-27

Contract #	Service Level	Service Level Description	Product #	Product Description	Instance #	Serial #	Qty.	Site ID	Install Site Name	Location/Address	Begin Date	End Date	SMARTnet Service SKU	List Price	Unit Price	Ext Price
205056011	SNT	SNTC 24X74	W5-C3850-2405-E	Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	5198060678	FCW2203031	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	28-Nov-2025	CON-SNT-P-W5850XSE	\$ 3,893.98	\$ 3,193.06	\$ 3,193.06
205056011	SNT	SNTC 24X74	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778274	FCW2203024	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SNT-P-W55048UL	\$ 1,961.99	\$ 1,608.83	\$ 1,608.83
205056011	SNT	SNTC 24X74	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778276	FCW2203020	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SNT-P-W55048UL	\$ 1,961.99	\$ 1,608.83	\$ 1,608.83
205056011	SNT	SNTC 24X74	W5-C3850-48U-L	^Cisco Catalyst 3850 48 Port UPOE LAN Base	5198778286	FCW2203025	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2024	31-Oct-2025	CON-SNT-P-W55048UL	\$ 1,961.99	\$ 1,608.83	\$ 1,608.83
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044116	FOC27253RER	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044135	FOC27253RZE	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044142	FOC27253RLY	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044151	FOC2724066C	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044158	FOC272406YA	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044168	FOC272406ZZ	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044173	FOC2724070N	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044176	FOC27253QNF	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044184	FOC27253QP2	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044189	FOC27253QVT	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044194	FOC27253QXB	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044197	FOC27253QXD	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044204	FOC27253QXR	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044211	FOC27253QV5	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044215	FOC27253QVN	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044221	FOC27253R21	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044226	FOC27253R22	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044237	FOC272389VB	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044243	FOC27238NV2	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02
205056011	SNT	SNTC 8X5XNBD	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G Network Essentials	5842044248	FOC27253RKF	1	1053101742	CITY WATER LIGHT & POWER	1008 E MILLER ST SPRINGFIELD, IL 627025522 US	29-Nov-2024	28-Nov-2025	CON-SMT-C9200L4X	\$ 611.00	\$ 501.02	\$ 501.02

• Ask about our remote management offering.
• Interested in leasing? Please contact your Account Team for more details.
• Interested in a multi-year contract? Ask about additional discounts available.

1. By signing this quotation you are agreeing to Presidio's terms & conditions.
2. This price quote is valid for thirty (30) days from date of issuance.

Renewal Total \$ 96,007.91

• Total does NOT include Tax, Freight, VAT or Duties, where applicable, unless otherwise stated.

Authorized By

CSY

ORDINANCE FACT SHEET

DATE OF 1st READING: 09-17-24

OFFICE REQUESTING: Office of PUBLIC UTILITIES

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x-2626

FISCAL IMPACT: \$96,007.91

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

CONTRACTOR / VENDOR NAME: Presidio Networked Solutions

VENDOR NO: _____

CONTRACT TERM: 1 yr.

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$96,007.91

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Other: _____☐ Low Bid Meeting Specs☒ Exception: Joint Purchase☐ Low Evaluated Bid

Code Provision: 38.50(1) State

Previous Ord #'s 502-11-23

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	101	200	JB	6238	1206	12,558.64
2	102	200	JB	7838	1206	71,165.61
3	102	100	CAA	7701	1605	12,283.66
4						

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

Quote

STAFF ANALYSIS

Approving a 12 month maintenance & support renewal of Cisco SmartNet Maintenance Renewal.

FUNDS CHECK BY: Dakota Capranica

Digitally signed by Dakota
Capranica
Date: 2024.09.03 16:18:48 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.09.03 15:54:43 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.09.04 13:19:56 -05'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2024.09.04 13:34:59 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-377

AN ORDINANCE AUTHORIZING THE PURCHASE OF A TRAILER
EXCAVATOR FROM COE EQUIPMENT, INC. FROM A THIRD-
PARTY COOPERATIVE PURCHASING AGREEMENT WITH
SOURCEWELL IN AN AMOUNT NOT TO EXCEED \$96,372.46,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of a new Truvac TRXX 500 Trailer Excavator from Coe Equipment, Inc. ("Coe Equipment") for the Office of Public Utilities, Transmission and Distribution Department, and

WHEREAS, this trailer excavator will be used in everyday activities by the Electric T&D personnel, and

WHEREAS, the new unit will replace an existing 2017 Vac-Tron excavator (Unit 4040) that has reached the end of its life cycle, and

WHEREAS, in accordance with the provisions of Section 38.50(3) of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint purchase under a third-party cooperative purchasing agreement with Sourcewell, Contract number 01221-VTR.

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 Truvac TRXX 500 Trailer Excavator from Coe Equipment in an amount not to exceed Ninety-Six Thousand Three Hundred Seventy-Two Dollars and Forty-Six Cents (\$96,372.46).

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

Section 3. The payment to Coe Equipment for the total maximum amount of Ninety-Six Thousand Three Hundred Seventy-Two Dollars and Forty-Six Cents (\$96,372.46) from Account No. 102-100-CBBA-3852-1504 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:

 9/12/24
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: Coe Equipment, Inc.
CONTRACT AMOUNT: \$96,372.46
TYPE OF AWARD: Joint Purchase - Sourcewell

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes the purchase of a new Truvac TRXX500 Trailer Excavator with Coe Equipment, Inc. ("Coe Equipment") in an amount not to exceed \$96,372.46. The unit's cost is \$138,147.50; a \$11,275.04 discount and a trade-in amount of \$30,500.00 will reduce this cost to \$96,372.46. This new excavator will be used by Office of Public Utilities personnel in everyday electric transmission and distribution activities. It will replace a 2017 Vac-Tron Unit 40480 that has reached the end of its life cycle and will be used as a trade-in to be applied to the purchase of the new unit.

Sourcewell solicits bids and allows municipalities to share in the bulk cost savings by ordering off such contracts.

Coe Equipment 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: September 6, 2024

SUBJECT: Joint Purchasing Contract Determination

I have reviewed the Ordinance Fact Sheet to Coe Equipment, Inc. for the purchase of a trailer excavator for an amount of \$96,372.46 for use by the Transmission and Distribution Department for the Office of Public Utilities.

The Sourcewell Joint Purchasing Contract Number is #101221-VTR.

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 Sourcewell Purchasing Alliance contract available for joint purchasing.

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 • P. 217.498.7200 • F. 217.498.7205 • www.coe-equipment.com

Serving Illinois & Missouri Since 1986 • All Sewer Cleaning & Vacuum Excavation Equipment



Presents a Proposal Summary
of the

New Truvac TRXX 500 Trailer Excavator

for

City of Springfield, IL
Office of Budget and Management
300 S Seventh St
Room #210 MCW
Springfield, IL 62701-1681

Contents

About Coe Equipment (Background, years in business and business team)3

 Location and Contacts3

Proposal Specifications4

 Total Delivered Price5

Appendix 1: Warranty and Literature6

About Coe Equipment (Background, years in business and business team)

Coe Equipment Incorporated is a distributor of sewer cleaning and municipal equipment to cities and contractors throughout Illinois and Missouri. Our team includes over 115 years of combined experience, and over \$500,000 in parts availability. In addition to selling new and used equipment, we also repair all makes and models of sewer cleaning and vacuum equipment. Coe Equipment has been the Vactor Manufacturing, Inc. local manufacturer's representative for over 38 years, since 1986. Coe Equipment has four field technicians and three mechanics certified to work on Vactor equipment. Our warranty and service facility is located in Rochester, IL.

Vactor Manufacturing is the leading manufacturing of sewer cleaners and catch basin cleaners, jetters, industrial vacuum loaders and vacuum excavation equipment featuring innovative technology and custom-configurable designs. Originally founded in Chicago in 1911 as the Myers-Sherman Company, Vactor has been creating and perfecting sewer cleaning equipment for over 100 years. Vactor is located on 20 acres with 245,000 square feet of manufacturing space under one roof in Streator, Illinois and is ISO 9001:2008 and ISO 14001:2004 certified.

Location and Contacts

Coe Equipment, Inc. is headquartered in Rochester, IL. Primary contact information for Coe Equipment is provided below:

Coe Equipment, Inc.

5953 Cherry Street

Rochester, IL 62563

Contact: Leroy Goewey, Territory Field Representative

Phone: 217-820-9025

Fax: 217-498-7205

Email: leroy@coe-equipment.com

Office hours: 7:30 AM – 6:00 PM, Monday - Friday

After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

Proposal Specifications

Order Qty	Part Number	Description
1	TRXX	Trailer Excavator
1	T003STD	Floatball Shutoff
1	T004STD	Hydraulic Rear Door Open/Close
1	T006STD	Hydraulic Dumping
1	T007STD	Rear Door Safety Prop
1	T010STD	3/8" x 50" Curbside Hose Reel
1	T011STD	6" Water Tank Top Fill with Cap
1	T012STD	Digging Lance & Nozzle Package (5 GPM Rotator Nozzle & 4 GPM Straight Tip Single Jet Nozzle)
1	T013STD	Digging Lance Vacuum Tube and Nozzle Storage
1	T014STD	Washdown Gun/Storage
1	T016STD	Primary Microstrainer Filter w/ Clean Out (5 micron)
1	T018STD	Vacuum Dig Tube
1	T019STD	Power System Shroud
1	T022ASTD	Lighted Control Screen w/ Lockable Cover
1	T200STD	200 Gallon Water Tank
1	T3000STD	5 GPM @ 3000 PSI Water Pump
1	T4002STD	Wireless Remote
1	T4004STD	4 Way Valve w/ Wireless Remote Operation for unclog feature
1	T4005STD	Camlock Vacuum Fittings
1	T500STD	500 Gallon Spoils Tank
1	T9004STD	Anti-Siphon Water Tank Fill
1	T9024STD	Wheel Chocks and Holder
1	T9025STD	Pintle Trailer Hitch
1	512459A-30	Standard Manual w/ Cloud Parts
1	LOGO-APPL.	TruVac Logos - Applied
1	T1001	Drain Valve - 6 o'clock position w/ Pressure Offload Plug
1	T1003	4" x 25' Hose w/ Hose Ends
1	T3001	Cyclone Filter
1	T4001A	Extendable Boom w/ 4" Boom Hose
1	T4006A	64 HP Diesel Engine Upgrade
1	T5001	Glycol Antifreeze System
1	T7001A	1000 CFM PD Blower
1	T8001	Boom Work Lights
1	T8007	Rear Directional Control LED Arrowstick
1	T8008	Federal Signal Strobe Package
1	T8024A	Amber/Green Lights for Flashing Light Package
1	T9002	Powered Tongue Jack for Trailer
1	T9023PA	Safety Cone Storage Rack - Post Style

Module Paint Color - Grey

Module Paint Color Code - 840976EX

Total Delivered Price

Unit Price:	\$138,147.50
Less Sourcewell Discount (Member ID #34550):	-\$11,275.04
Subtotal:	\$126,872.46
Less Trade In (S/N 171572, 2017 Vac-Tron MC573SDT):	-\$30,500.00
Total:	\$96,372.46

Price includes delivery and on-site operator training.
Tax, title and license are in addition to the unit price.
Price valid for 30 days.
Payment Terms: NET

Proposal Notes:

1. All prices quoted are in US Dollars unless otherwise noted.
2. Trade-in requires title, manual, standard accessories, and should be in good working order. Vacuum system, body, debris hoses and pipes must be clean and empty. Trade must pass state and DOT inspection.

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the Company and the customer or one of its officers.

Customer

Customer Representative

Date

Coe Equipment, Inc.

Company

Leroy Goewey

Company Representative

9/3/2024

Date

Appendix 1: Warranty and Literature

LIMITED WARRANTY

Limited Warranty. Each TRUVAC machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

All Models	10 years against stainless steel water tank leakage due to corrosion. 3 years against aluminum water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
All Models	5 years against leakage of debris body, centrifugal compressor or fan housing due to rust-through.
ALL Models starting with 21-09X-XXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

*NOTE: The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

9-1-2021



MAXXIMUM PRODUCTIVITY VERSATILITY CAPABILITY



TRUVAC.COM

PHONE: 800.627.3171

SERVICE: 877.342.5374

EASY TO LEARN. EASY TO OPERATE. EASY TO MAINTAIN.

The TRUVAC TRXX vacuum excavator is a compact trailer with the power and features required at a variety of job sites to perform a wide range of tasks. This non-destructive hydro excavation trailer is portable and versatile and ideal for a broad range of applications.

CAPABILITIES

- Hydro Excavation
- Vacuum Excavation
- Potholing/Daylighting to locate underground utilities
- Keyholing for HDD installations
- Slot Trenching
- Cleanup of flood water, drilling spoils, catch basins, construction sites
- Valve box repairs
- Removal of non-hazardous liquids

FEATURES

- 600 - 1,000 cfm blower
- 49-64 hp diesel Kubota engine
- Easy 1-2-3 operation
- Easy to maintain
- Easy access to key operating components
- Standard wireless remote with multi functions
- Wireless remote includes "Dig and Unclog" function

EASY AS 1-2-3

Simple, clearly labeled, bi-lingual control panel.

1. Start engine
2. Select lights
3. Engage dig mode



REMOTE CONTROL

The TRUVAC TRXX wireless remote activates all functions, including a "Dig and Unclog" feature. The optional boom is also controlled with the remote's directional keypad.



'DIG AND UNCLOG'

Productivity on the job is aided by TRXX's standard remote with 'Dig and Unclog' function. No more walks from the worksite back to the trailer to unclog the hose.



TRXX™ SPECS

SPOILS TANK: 500 or 800 gallons

FRESHWATER TANK: 200 or 400 gallons

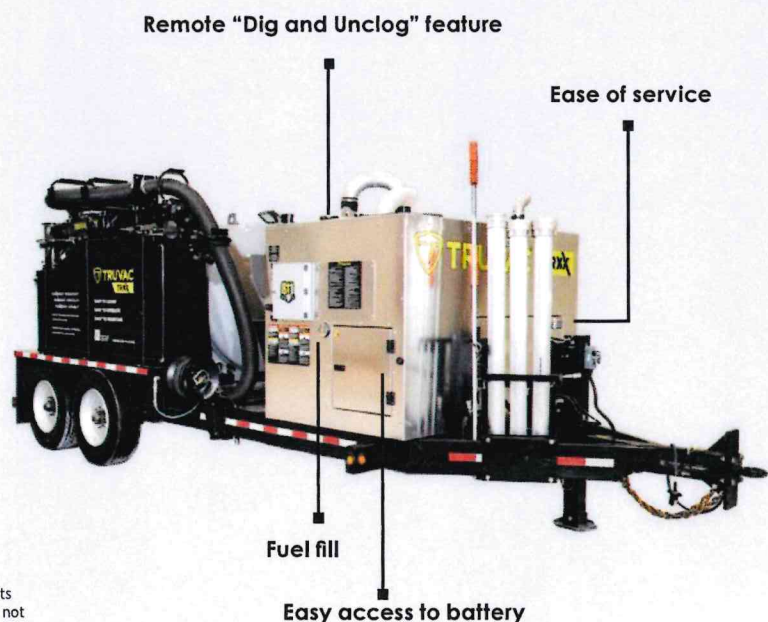
VACUUM SYSTEM: 600 cfm or 1,000 cfm

WATER PUMP: 5 gpm @ 3,000 psi

BOOM: Optional strong arm or hydraulically operated boom

FILTRATION: Standard 5 micron final filter, optional cyclone filtration

Specifications are general and subject to change without notice. If exact measurements are required, equipment should be weighed and measured. Delivered equipment may not necessarily match that shown, based on selected options.



Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 • P. 217.498.7200 • F. 217.498.7205 • www.coe-equipment.com
Serving Illinois & Missouri Since 1986 • All Sewer Cleaning & Vacuum Excavation Equipment

ORDINANCE FACT SHEET

DATE OF 1st READING: 09-17-24

OFFICE REQUESTING: Office of PUBLIC UTILITIES

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x-2626

FISCAL IMPACT: \$96,372.46

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

CONTRACTOR / VENDOR NAME: Coe Equipment, Inc.

VENDOR NO: _____

CONTRACT TERM: - Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$96,372.46

(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: Joint Purchase

Code Provision: 38.50(3)(a)

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	CBBA	3852	1504	96,372.46
2						
3						
4						

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

Quote

STAFF ANALYSIS

T&D would like to purchase a trailer excavator through a Sourcewell Contract #101221-VTR, after trade in of an excavator & Sourcewell's discount, the total amount of this expenditure is \$96,372.46.

FUNDS CHECK BY: Cavanaugh, Rachel H.

Digitally signed by Cavanaugh, Rachel H.
Date: 2024.09.06 08:10:47 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.09.05 16:00:29 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.09.06 08:24:37 -05'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2024.09.06 09:30:13 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-378

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN FOR RAILWAY-HIGHWAY GRADE CROSSING IMPROVEMENTS AT GRIFFITHS AVENUE, CONVERSE STREET AND MOFFAT AVENUE WITH THE STATE OF ILLINOIS, THE CITY OF SPRINGFIELD AND ILLINOIS AND MIDLAND RAILROAD, FOR THE DEPARTMENT 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 of Springfield and State of Illinois desires to install LED flashing light signals with bells and gates, controlled by constant warning time circuitry and new crossing surface at the Illinois and Midland Railroad ("IMRR") Crossings at Griffiths Avenue, Converse Street and Moffat Avenue for the interest of public safety; and

WHEREAS, the estimated cost is \$1,496,851.00 which is being fully funded through State and federal participation; and

WHEREAS, it is in the best interests of the City to enter into an agreement for railway-highway grade crossing improvements at Griffiths Avenue, Converse Street and Moffat Avenue with the State of Illinois, the City of Springfield and IMRR.

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

Section 1: That the attached Agreement between the State of Illinois, the City of Springfield and IMRR is approved.

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

PASSED: _____, 2024

SIGNED: _____, 2024

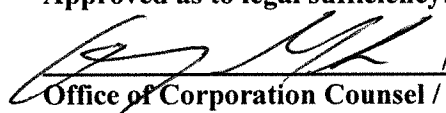
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/12/24
Office of Corporation Counsel / Date

Route: **Various**
Section: **23-00498-00-SP**
County: **Sangamon**
Project: **7AUN(243)**
Job No: **C-96-036-24**
Agreement No: N/A
DOT/AAR NO. **169957M**
169959B
169961C

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
AGREEMENT
for
Railway-Highway Grade Crossing Improvements
Local Public Agency

This agreement, hereinafter referred to as the "Agreement", made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the Local Public Agency, **City of Springfield (Sangamon County)**, State of Illinois, acting by and through its **Municipal Engineer**, hereinafter referred to as the "LPA", and the **Illinois and Midland Railroad (IMRR)**, hereinafter referred to as the "COMPANY"; collectively referred to as the "PARTIES" and individually referred to as "PARTY".

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices, hereinafter referred to as the "Project", at the location listed on the attached Exhibit A, and as shown on the Exhibit A's location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal funds which are provided under applicable Federal act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The Project covered under this Agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE

and the COMPANY shall be governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the "Policy Guide". The COMPANY shall meet the Buy America requirements specified in 23 CFR 635.410. Upon completion of the COMPANY's work, the COMPANY shall sign and return with its Final Invoice, the Certification of Compliance with Buy America, attached hereto as Exhibit B.

SECTION 2. The COMPANY shall prepare the detailed plans (including surveys and other engineering services), and detailed estimates of cost. The detailed plans shall be submitted to the Illinois Commerce Commission (ICC) in accordance with Section 5 of this Agreement and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the most current edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the LPA. LPA shall notify STATE in writing of such request prior to LPA's approval.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin to work without written authorization from the STATE to proceed. The COMPANY shall file a form 1 or form 3 Petition of Illinois Administrative C-96-036-24

Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution before commencing with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY shall promptly schedule the work set forth in the Agreement and shall notify in writing the agencies listed on Exhibit A, a minimum of twenty-one (21) days before commencing work. Any work performed prior to this notification will be considered non-reimbursable.

SECTION 6. The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform. The COMPANY, for performance of its work as herein specified, shall bill the STATE **immediately**, for its share of Preliminary Engineering costs incurred to date upon receiving authorization to proceed with construction, and, may bill the STATE monthly for the STATE's share of the cost of materials purchased, delivered and stored on the COMPANY's property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the Project.

In the event the COMPANY fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to the COMPANY, requiring the COMPANY to promptly deliver the stored material to a location indicated in writing by the STATE. Upon delivery, the STATE shall then take possession of said material for the STATE's own use. The delivery of the material to the STATE shall in no way serve to terminate this Agreement or affect the other provisions of this Agreement and in addition shall not affect the COMPANY's right to claim payment for stockpiled material to replace that taken by the STATE. In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly for the STATE's share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable

FHWA approved additives. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and FHWA. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this Project.

The STATE after verifying that the bills are reasonable and proper shall promptly reimburse the COMPANY in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted. Payment under this paragraph shall not be claimed for any progressive invoice totaling less than \$500. The progressive invoices may be rendered on the basis of an estimated percentage of work completed.

The COMPANY, upon the completion of the work, shall, within one hundred twenty (120) calendar days, render to the STATE a detailed final invoice of the actual cost and expense as incurred by it or for its account. After the STATE's representatives have checked the progressive invoices and the final invoice and they have agreed with the COMPANY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall promptly reimburse the COMPANY in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted, for the amount of the final invoice, except that for any portion of the final invoice in excess of the estimated cost of such excess costs as shown in Section 6, the STATE may withhold payment of such excess costs until the COMPANY has provided reasonable backup detail as requested by the STATE to justify the additional cost, and the STATE shall promptly review such backup detail as provided by the COMPANY and shall thereafter promptly pay the costs in excess of the estimated costs unless reasonable exception is taken thereto. If the parties cannot reach agreement on reimbursement of the COMPANY's costs above the estimated costs, each Party retains all legal and equitable remedies regarding the payment of same; such reimbursements, however, are subject to the provisions of Section 13 hereof.

All invoices shall be clearly marked as "progressive invoice" or "final invoice", as applicable, and should be sent to:

Illinois Department of Transportation
Attn: Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, IL 62764

The COMPANY shall maintain, for a minimum of three (3) years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY 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 STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the federal or STATE representatives have audited the expenses as incurred by the COMPANY, including such amounts as may have been suspended from any previous payment, the STATE shall promptly reimburse the COMPANY for the suspended amounts, less the deduction of any item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement exceeds the

retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the STATE for the overpayment.

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of the completed installation. The STATE will perform a final inspection upon receiving the written notification.

SECTION 9. When construction of this Project is completed, and so long as State law shall so require, the COMPANY shall maintain at its expense or, by agreement with others, provide for maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually designated and agreed to by the Parties hereto and subject to the approval of the public authorities having any jurisdiction. The reinstalled signal system shall thereafter be subject to the terms of this Agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY, however the COMPANY agrees to contribute zero percent (0%) of the cost of this Project. Per the alternative Federal-State procedure in 23 C.F.R. § 646.220, the STATE will have a representative present at the job site during construction to certify the work and to assure that all work and materials meet the requirements, is complete, acceptable and in accordance with the terms of this Agreement.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the Project, then at any time before construction is started, the STATE may serve formal notice of

cancellation upon the COMPANY and this Agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

SECTION 13. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprise requirements of 49 CFR Part 26 apply to this Agreement. The COMPANY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of this Agreement. The COMPANY, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply. Pursuant to 820 ILCS 130/4, COMPANY is hereby notified "the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website".

SECTION 14. This Agreement shall be binding upon the Parties hereto, their successors or assigns.

SECTION 15. The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. Otherwise, the

C-96-036-24 7 Revision 5/20/2024

STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 16. At the time this Agreement was executed, there were funds available for the Project; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the Project.

SECTION 17. The COMPANY was hereby requested and authorized to accrue costs by the STATE, to perform the necessary preliminary engineering to develop an estimate of cost for the proposed work described on Exhibit A, on **November 21, 2023**. The COMPANY hereby agrees to not invoice the STATE until such time this Agreement is fully executed. The estimate of cost for the proposed work described on Exhibit A is \$_____.

SECTION 18. The COMPANY certifies its correct Federal Taxpayer Identification Number, as indicated on the attached Exhibit C.

SECTION 19. This Agreement shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

COMPANY: Illinois and Midland Railroad (IMRR)

Accepted By: _____

Typed name: _____

Typed title: _____

Date: _____

LPA: City of Springfield

Accepted By: _____ *GEN*

Typed name: _____

Typed title: _____

Date: _____

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

Omer Osman
Secretary

Date

Vicki L. Wilson
Chief Fiscal Officer

Date

Stephen M. Travia, P.E.
Director, Highways Project Implementation
Chief Engineer

Date

Mike Prater
Chief Counsel

Date

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: Illinois and Midland Railroad (IMRR)
DOT/AAR No: 169957M, 169959B, 169961C
RR M.P.: 85.3, 85.89, 86.67
Roadway: Griffiths Avenue (FAU 7969), E Converse Street (FAU 7971), Moffat Avenue (MUN 1742)
Location: Griffiths Avenue, E Converse Street Moffat Avenue off of the Illinois and Midland Railroad tracks

EXISTING CONDITIONS:

Automatic Flashing Lights

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Installation of LED flashing light signals with bells and gates, controlled by constant warning time circuitry, with event recorder and remote monitor system.
2. Installation of new crossing surface
3. Provide all temporary Traffic Control required by the project in accordance with the most current edition of IDOT Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions, Highway Standards, National Manual on Uniform Traffic Control Devices ("MUTCD") and the Illinois Supplement to the MUTCD. When the COMPANY requires a road width restriction, lane closure or full road closure requiring a marked traffic detour, the COMPANY shall prepare and submit a copy of a detailed traffic control plan and proposed project schedule to the LPA for approval. Submission of the traffic control plan and project schedule information shall be no later than forty-five (45) calendar days prior to the scheduled date for the commencement of construction activities. The COMPANY shall furnish, erect, maintain and remove the traffic control necessary for the approved traffic control plan.
4. Incidental work necessary to complete the items hereinabove specified.
5. CFDA Number: 20.205 (Information is available at <http://www.cfda.gov/>)

DESCRIPTION OF WORK TO BE DONE BY THE LPA:

Local Public Agency (LPA) agrees to provide at its expense any required permanent advance warning signs and pavement markings as required by the most current edition of the following documents: IDOT Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions, Highway Standards, National Manual on Uniform Traffic Control Devices ("MUTCD"), the Illinois Supplement to the MUTCD, and Illinois Law. When the COMPANY requires a road width restriction, lane closure or full road closure requiring a marked traffic detour, the LPA at its expense shall provide written notice (electronic mail, standard mail, or fax) to the STATE and the COMPANY within fifteen (15) calendar days after receipt of the COMPANY's traffic control plan and proposed project schedule. The notices shall indicate the LPA's approval or disapproval of its respective traffic detour plan and project schedule for the proposed improvements.

X No additional work to be performed by the LPA.
Additional work will be performed by the LPA, listed below, but not funded by the
 Federal Railway-Highway Crossing Program (Section 130).

Additional work will be performed by the LPA and funded by the Federal Railway-Highway Crossing Program (Section 130) will be under a separate agreement
 with the STATE.

ATTACHMENTS:

1. Location Map (consisting of 3 pages)
2. COMPANY's Estimate (consisting of _____ pages)
3. General Plan Layout (consisting of _____ pages)

PROGRAM COST ESTIMATE:

\$ 1,496,851.46

COMPANY COST ESTIMATE:

Total (100.0%) \$ _____
(To be filled in by the RAILROAD)

Federal Participation (100.0%) \$ _____
(To be filled in by the STATE)

COMPANY Participation (0.0%) \$ _____
(To be filled in by the STATE)

LPA Participation (0.0%) \$ _____
(To be filled in by the STATE)

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Illinois Department of Transportation

Bill Pearsall, Highway-Railway Safety Engineer
2300 South Dirksen Parkway, Room 005
Springfield, Illinois 62764
(217) 785-2986
william.pearsall@illinois.gov

Illinois and Midland Railroad (IMRR)

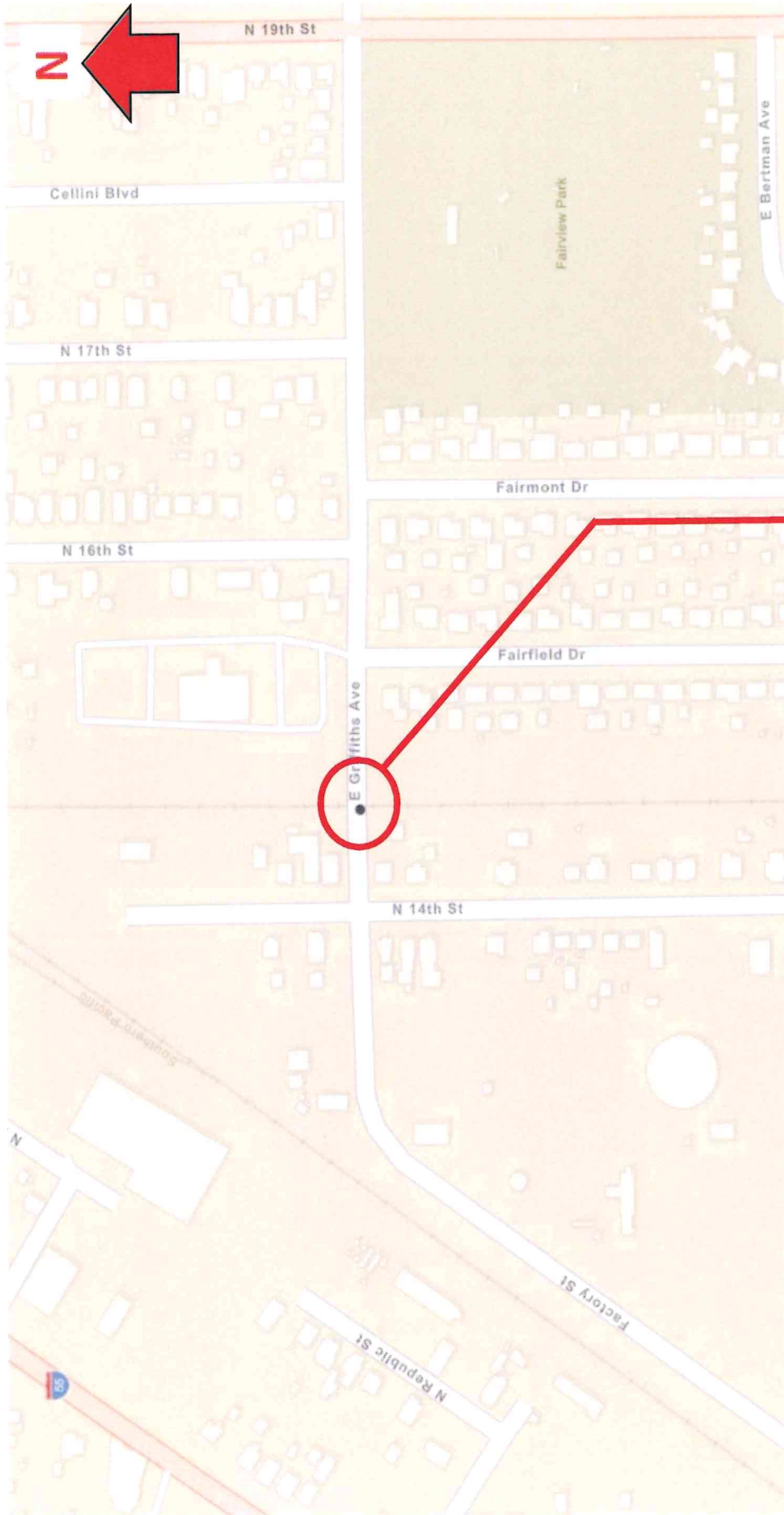
Jared Rishel
AVP-Engineering
47849 Papermill Rd
Coshocton, OH 43812
(503)930-7513
jrischel@gwrr.com

City of Springfield

Nathan Bottom
Municipal Engineer
Municipal Center W Rm 201
Springfield, IL 62701
nathan.bottom@springfield.il.us
(217)789-2255

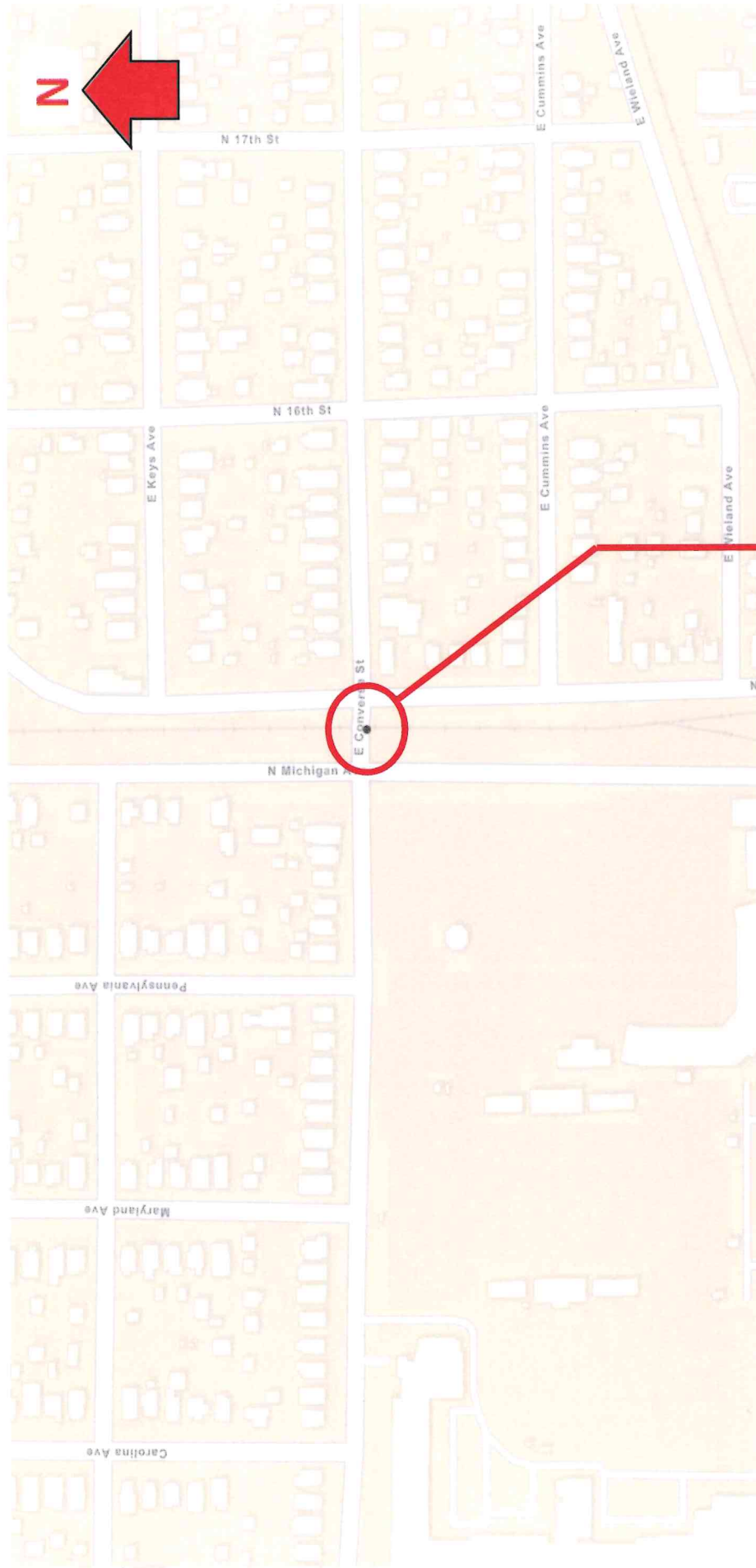
SUBMIT ALL BILLS FOR THE STATE'S SHARE TO:

Illinois Department of Transportation
Attn: Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, IL 62764



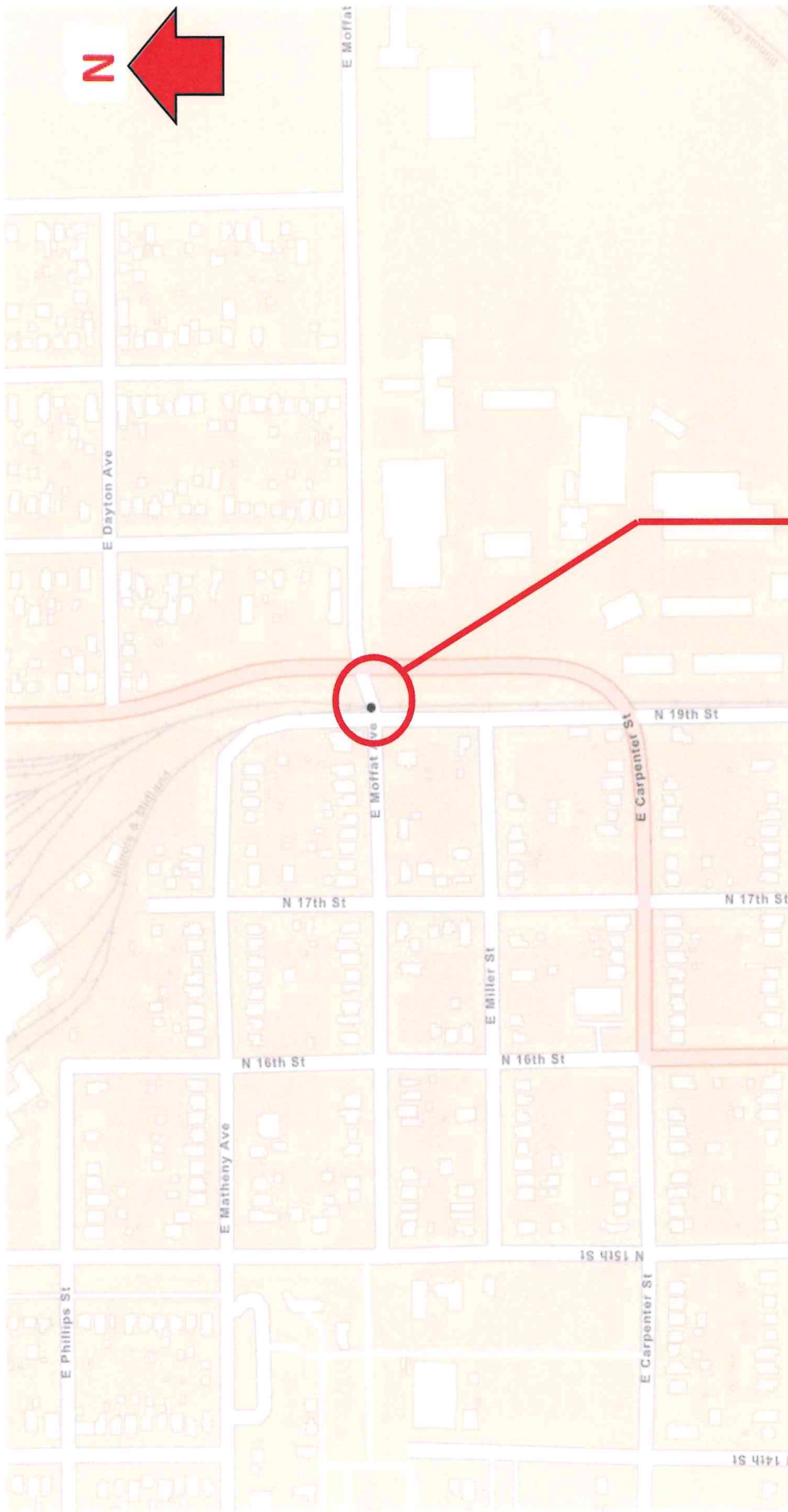
Location Map Griffiths Avenue (FAU 7969) at Illinois and Midland Railroad (IMRR) Tracks.

LPA: City of Springfield
County: Sangamon
Section No.: 23-00498-00-SP
Job No.: C-96-036-24
Project No.: 7AUN(243)
AAR DOT: 169957M
RR Milepost: 85.30



Location Map E Converse Street (FAU 7971) at Illinois and Midland Railroad (IMRR) Tracks.

LPA: City of Springfield
County: Sangamon
Section No.: 23-00498-00-SP
Job No.: C-96-036-24
Project No.: 7AUN(243)
AAR DOT: 169959B
RR Milepost: 85.89



Location Map Moffat Avenue (MUN 1742) at Illinois and Midland Railroad (IMRR) Tracks.

LPA: City of Springfield
County: Sangamon
Section No.: 23-00498-00-SP
Job No.: C-96-036-24
Project No.: 7AUN(243)
AAR DOT: 169961C
RR Milepost: 86.67

EXHIBIT B

**ILLINOIS DEPARTMENT OF TRANSPORTATION
BUY AMERICA**

CERTIFICATE OF COMPLIANCE

Agreement No. N/A
Job No. C-96-036-24

WE, _____
(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of this project.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance. These file will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
Printed Name _____

_____ day of _____, _____.

EXHIBIT C
TIN CERTIFICATION

The COMPANY certifies that:

1. The number shown on this form is the COMPANY's correct taxpayer identification number (or the COMPANY is waiting for a number to be issued to them), and
2. The COMPANY is not subject to backup withholding because: (a) the COMPANY is exempt from backup withholding, or (b) the COMPANY has not been notified by the Internal Revenue Service (IRS) that the COMPANY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the COMPANY, that the COMPANY is no longer subject to back-up withholding, and
3. The COMPANY's person with signatory authority for this Agreement is a U. S. person (including a U.S. resident alien).

Taxpayer Identification Number: _____

Legal Status

- | | |
|---|--|
| ☐ Individual | ☐ Government |
| ☐ Sole Proprietor | ☐ Nonresident Alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-exempt | ☐ Pharmacy (Non Corp.) |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Pharmacy/Funeral home /Cemetery |
| ☐ Corporation NOT providing or billing medical and/or health care services | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Other _____ | ☐ D= Disregarded entity |
| | ☐ C= Corporation |
| | ☐ P= Partnership |

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-40
DATE OF 1ST READING: 9/17/24

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: (217) 789-2255

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

TYPE OF ORDINANCE: Preliminary Engineering and Land Acq.

FISCAL IMPACT: \$0.00

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING AN AGREEMENT FOR RAILWAY-HIGHWAY GRADE CROSSING IMPROVEMENTS AT GRIFFITHS AVENUE, CONVERSE STREET AND MOFFAT AVENUE WITH THE STATE OF ILLINOIS, CITY OF SPRINGFIELD AND ILLINOIS AND MIDLAND RAILROAD (IMRR)

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

CONTRACTOR / VENDOR NAME: Illinois Commerce Commission

VENDOR NO:

CONTRACT TERM: Completion

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:

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

This ordinance is for approval of an agreement for the installation of LED flashing light signals with bells and gates, controlled by constant warning time circuitry and new crossing surface at the Illinois & Midland Railroad Crossings at Griffiths Avenue, Converse Street and Moffat Avenue. The estimated cost is \$1,496,851 and is being 100% funded through federal participation.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND JEANETTE V. PAUL, AS TRUSTEE OF THE FIRST REINSTATEMENT OF THE JEANETTE V. PAUL TRUST, AS AMENDED FOR THE PROPERTY LOCATED 2412 OLD BEARDSTOWN ROAD, 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, Jeanette V. Paul, as Trustee of the First Reinstatement of the Jeanette V. Paul Trust, as amended ("Owner") has filed a petition that the City annex certain property legally described as follows:

Tract 5 on the survey of part of the Northeast Quarter of Section 30, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, containing 5.473 acres, more or less.

Commonly known as 2412 Old Beardstown Road and more particularly described on the annexation plat attached hereto as Exhibit A;

WHEREAS, the property is contiguous with the City of Springfield; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an annexation agreement with the Owner; and

WHEREAS, said annexation agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves an annexation agreement with Jeanette V. Paul, as Trustee of the First Reinstatement of the Jeanette V. Paul Trust, as amended ("Owner") to consider the annexation of property located at 2412 Old Beardstown Road. The Mayor and City Clerk are hereby authorized to execute the annexation agreement, which shall be located in the Office of the City Clerk, on behalf of the City of Springfield.

Section 2: That the Office of the City Clerk is hereby directed to record this ordinance, agreement and any easement, if applicable, with the Sangamon County Recorder of Deeds.

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

PASSED: _____, 2024

SIGNED: _____, 2024

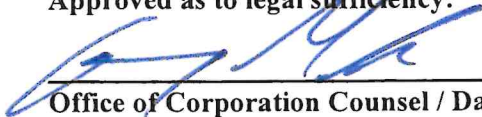
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/12/24
Office of Corporation Counsel / Date

Return To:

City of Springfield, IL
Attn: City Clerk
Municipal Center West
300 S. Seventh St.
Springfield, IL 62701-1680

ANNEXATION AGREEMENT

THIS AGREEMENT, is made by and between **Jeanette V. Paul, as Trustee of the First Restatement of the Jeanette V. Paul Trust, as amended** ("Owner(s)") and **CITY OF SPRINGFIELD, ILLINOIS**, ("City"), an Illinois Municipal Corporation, and is effective this _____ day of _____, 2024.

WHEREAS, the City is a home rule unit as defined in Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, pursuant to Section 11-15.1-1 of the Illinois Municipal Code, the City has the power to enter into annexation agreements; and

WHEREAS, Jeanette V. Paul, as Trustee of the First Restatement of the Jeanette V. Paul Trust, as amended, are the owner(s) of record of a tract of Land consisting of approximately 5.473 acres (irregularly shaped parcel) located at 2412 Old Beardstown Rd, Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel No.:14-30.0-255-014, being more particularly described in the annexation plat attached hereto as Exhibit A, and hereinafter referred to as the "Land"; and

WHEREAS, the Land is contiguous to the corporate limits of the City; and

WHEREAS, it is the mutual desire of the Parties to this Agreement that the Land described in Exhibit A be annexed to the City on the terms and conditions set forth herein; and

WHEREAS, the Owner(s) have submitted to the City a petition for annexation of the Land described on Exhibit A.

WHEREAS, a public hearing was held on _____, 2024, as required by law.

WHEREAS, the Parties to this Agreement desire to enter into a binding agreement, with respect to the annexation of the Land described in Exhibit A and to provide for the performance of other conditions and matters, pursuant to the provisions of 65 ILCS 5/11-15.1, et seq.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this agreement, the Parties agree as follows:

Section 1. Annexation

The City agrees to adopt an ordinance to cause the Land described in Exhibit A to be validly annexed to the City.

Section 2. Permits and Approvals

This Agreement does not abrogate or supersede any applicable ordinance or regulation to obtain permits, licenses, inspections or approvals. All construction work shall comply with the requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto.

Section 3. Improvements

The Owner(s) agree that at the time public sidewalks are extended to the Land, the Owner(s) shall install public sidewalks along that portion of Old Beardstown Road bordering the Land as it exists at the time of execution of this Agreement by the Owner(s). Any right of way dedication shall not affect Owner(s)' obligations herein. Such public sidewalks shall be installed by the Owner(s) at the expense of the Owner(s) and in accordance with all requirements of the City Code.

Section 4. Water Service

The Land has frontage on a 10-inch water main owned and operated by the City along Old Beardstown Road. Owner(s) shall be permitted to tap on to said municipal water main for the purpose of servicing a single family home located on the Land.

The Owner(s) agrees to pay a 1" or smaller service tap fee of \$1,800.00 for service to the single family home located on the Land. Service taps larger than 1" shall be completed by the City on a time and material basis and paid for by the Owner(s) requesting service. If the Owner(s) wishes to service any other buildings on the Land, Owner(s) shall request additional metered taps from the City. The cost of each additional metered tap shall be borne by the Owner(s).

The Owner(s) agrees that no other properties or areas inside or outside the corporate limits of the City will be permitted to connect to the water taps constituting the aforesaid water service without the further express written permission of the City.

The Owner(s) agrees that in the event any condition or covenant contained in this Agreement should be now or hereinafter violated, then, in addition to any other remedies available to the City, the City may after providing a ten-day written notice to the Owner(s), terminate the water service to the Land.

The Owner(s) agrees that all general rules and regulations of the City regarding water service as may be adopted from time to time by the City, shall be complied with and all charges for water paid.

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

Section 5. Electric Service and Street Lights

In the event the Land is either: 1) subdivided as defined in the City of Springfield Code of Ordinances, 1988, as amended or 2) redeveloped, the Owner(s) agrees to enter into a contract for electrical service as defined by Chapter 50 of the 1988 City Code of Ordinances, and agrees to the following design standards for the installation of utilities:

- A. Electric, telephone and cable TV should be installed in a joint trench;
- B. The installation of all electric cables under roadways shall be installed within a 12" conduit system with proper ball markers at each side of the pavement;

C. The installation of all utilities shall be along the roadways, not in the rear of lots;

D. Owner(s) shall provide the City with drawings in electronic format, preferably AutoCAD, depicting the exact locations of all utilities installed by the Owner(s) or their contractors.

The City shall install street lighting in accordance with Chapter 50 of the 1988 City Code of Ordinances, as amended. Owner(s) agree and acknowledge that if such street lighting is installed per Chapter 50, such street lighting may not be operational until after the necessary electrical facilities are installed to energize it.

There are not currently any City electrical facilities in the area to serve the Land. When electrical service to the Land is required, Owner(s) shall obtain, at their cost, any and all easements necessary to serve the Land. Owner(s) shall then assign said easements to the City, at no cost, so that electrical facilities may be installed to serve the Land. The easements shall be in a form acceptable to the City.

Section 6. Utility Easements

Owner(s) agree that they shall convey at no cost to the City such utility easements as may be required to serve the Land and to allow the City to extend such service to adjacent land.

Section 7. Sanitary Sewer

The Land is located within the Springfield Metro Sanitary District. In coordination with the Springfield Metro Sanitary District, the Owner(s) agree to extend sewer service to the Land at its cost, and to construct a sewage collection system within the Land in accordance with the City's Subdivision Ordinance.

Section 8. Storm Water Management

The Owner(s) agree to follow all City Ordinances and Standards regarding storm water management with respect to development of the Land.

Section 9. Notices

All notices and other communications required under this Agreement shall be in writing and delivered either personally or by certified mail, with postage prepaid, to the Parties at the following addresses (or such other addresses as may be designated by the Parties from time to time):

To the City at:

City of Springfield, Illinois
Attn: City Engineer
Room 219 Municipal Center West
300 S. 7th Street
Springfield, IL 62701
300 S. 7th Street
Facsimile: (217) 789-2109

To Owner(s):

Jeanette V. Paul, as Trustee of the First Restatement of the
Jeanette V. Paul Trust, as amended
c/o James S. Clause
2340 S. 8th Street
Springfield, IL 62703

With a copy to:

Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, IL 62701
Facsimile: (217) 789-2397

Section 12. Time

Time shall be of the essence in this Agreement.

Section 10. Power to Execute

The Owner(s) as well as the President and Secretary or other officer of any corporate owner, or Trustee, or other Party hereto, warrant that they are authorized to execute this Agreement. The Mayor and City Clerk warrant that they have been authorized by the City Council to execute this Agreement on behalf of the City. This agreement is binding on the City only upon authorization of two-thirds (2/3) majority vote of the corporate authorities, defined as the Mayor and the Aldermen, and upon compliance with the provisions set forth in the Illinois Municipal Code, 65 ILCS 5/11-15.1 *et seq.*, and as further amended.

Section 11. Recording

A copy of this Agreement shall be recorded in the Office of the Sangamon County Recorder of Deeds by the City within thirty (30) days of the execution of this Agreement.

Section 12. Binding Effect

This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This Agreement and all provisions shall be a covenant running with the Land described in Exhibit A and shall be effective for 20 years from the effective date.

Section 13. Waiver

Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

Section 14. Continuity of Obligations

Notwithstanding any provision of this Agreement to the contrary, the Owner(s) or their successor and assigns shall at all times during the term of this Agreement remain liable to City for the faithful performance of all obligations imposed on the Owner(s) or their successor and assigns by this Agreement until such obligations have been fully performed or until City, at its sole option, has otherwise released the Owner(s) or their successor and assigns from any or all of such obligations.

Section 15. Remedies

Upon a breach of this Agreement, the City, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both, or may obtain rescission for repudiation or material failure of performance. Notwithstanding the forgoing, before the failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining Party within thirty (30) days of receipt of such notice. Owner(s) hereby waive any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

Section 16. Indemnification

Owner(s) shall indemnify and save harmless City against any and all damage to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless City from any and all claims, demands, suits, actions or proceedings of any kind or nature of or by anyone in connection with this Agreement.

Section 17. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, expressed or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

Section 18. Severability

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 19. Force Majeure

If performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay. As a condition precedent to such a time extension, the Party seeking protection under this Section shall provide notice to the other Party within fourteen (14) days from the event causing the delay.

Section 20. Code of Ordinances

All requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto, shall apply to the Land and to this Agreement. In the event any provisions of the Code are in direct conflict with any provisions of this Agreement, the provisions of this Agreement shall control.

Section 21. Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. The City and Owner(s) voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Owner(s). By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section as written evidence of the consents, waivers and agreements of the parties set forth in this Section.

NOW THEREFORE, this Agreement is entered into on the day and year first written above.

CITY OF SPRINGFIELD, ILLINOIS
an Illinois municipal corporation

By: _____ ATTEST: _____
Mayor *GEM* City Clerk

OWNER - Jeanette V. Paul, as Trustee of the First Restatement of the Jeanette V. Paul Trust, as amended

By: *Jeanette V. Paul Trustee*

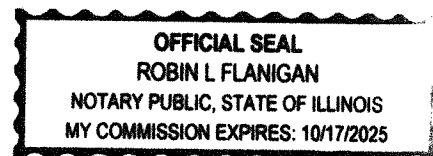
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that *Jeanette V. Paul*, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the forgoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19 day of August, 2024.

Robin L. Flanigan
Notary Public

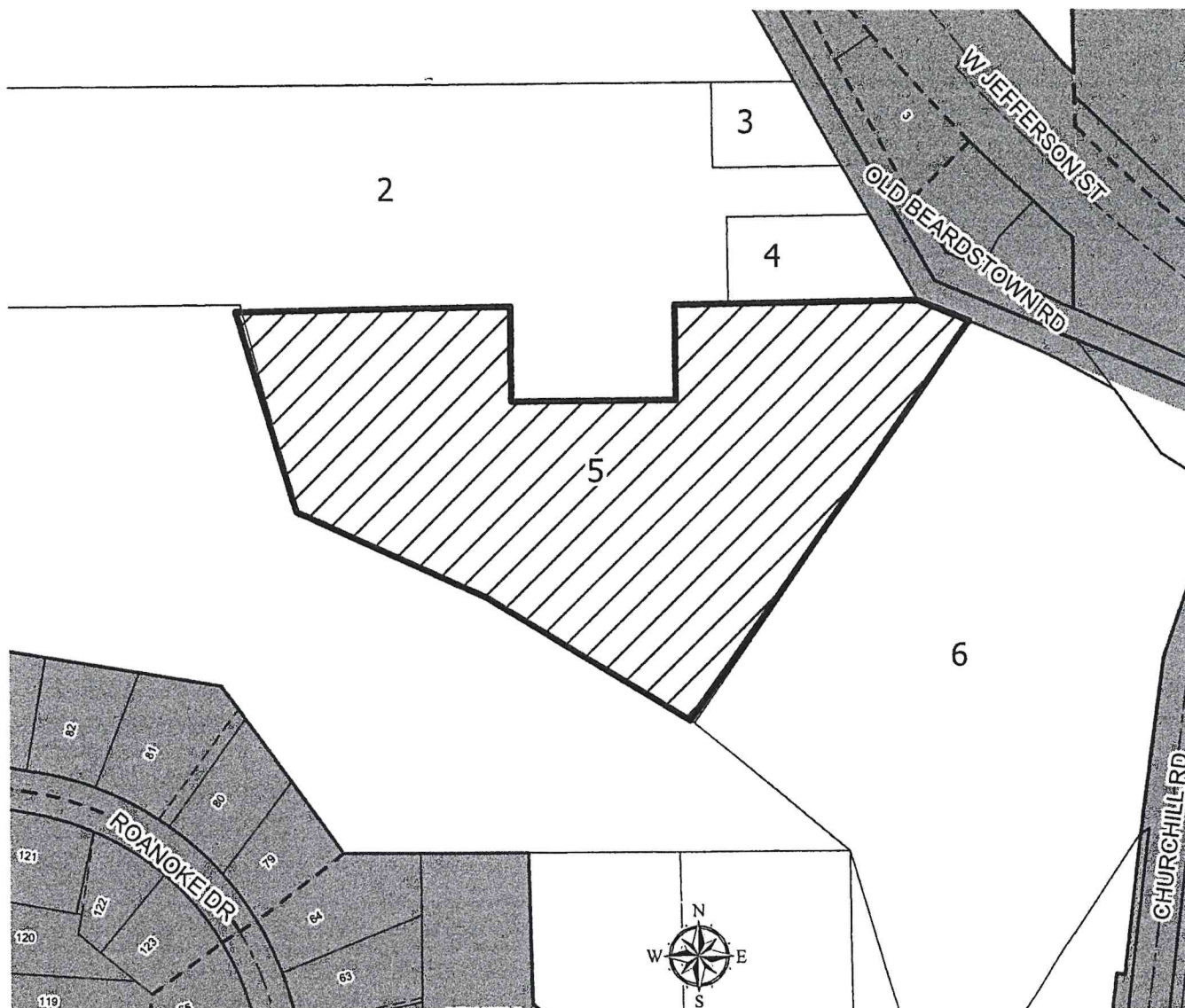
S:\Agreements\ANNEXATIONS\2412 Old Beardstown rd.doc



PIN: 14-30.0-255-014
2412 Old Beardstown Road

ANNEXATION PLAT

NE 1/4, Sec 30, T16N, R5W, 3rd PM



DESCRIPTION

Tract 5 on the survey of part of the Northeast Quarter of Section 30, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, containing 5.473 acres, more or less.

NOTE:

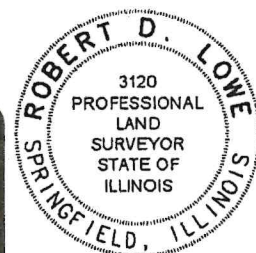
The parcel shown is based on the Plat of Survey recorded as Document Number 2019R06020 in the Sangamon County Recorder's Office.

I hereby certify that the above plat correctly represents and identifies the parcel of record to be annexed to the City of Springfield, Illinois.

Robert D. Lowe
Illinois Professional Land Surveyor No. 3120
License Expires 11/30/2024

9/27/23

Date



2024-380

ORDINANCE FACT SHEET

Department Information

Office Requesting: **Public Works**

Staff Member: **Robert Lowe**

Date: **August 19, 2024**

First Reading: **9/17/2024**

Emergency Passage: **N**

Type of Ordinance: **Annexation Agreement**

Annexation Information

Petitioner Name: **Jeanette V. Paul, Trustee**

Property Address: **2412 OLD BEARDSTOWN RD**

Number of electors residing at property: **0**

Are the petitioners the only electors: **Y**

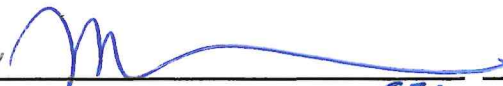
Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **Y**



Director, Public Works/City Engineer

19 Aug 24



Mayor

GEA

Director, OBM

August 19, 2024

2024-380

2024-000

**AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY
LOCATED AT 2412 OLD BEARDSTOWN ROAD**

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, Jeanette V. Paul, as Trustee of the First Reinstatement of the Jeanette V. Paul Trust, as amended ("Owner") has filed a verified petition duly executed and sworn, that the City annex the following described real property:

Tract 5 on the survey of part of the Northeast Quarter of Section 30, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, containing 5.473 acres, more or less.

Commonly known as 2412 Old Beardstown Road and more particularly described on the annexation plat attached hereto as Exhibit A;

WHEREAS, said property is contiguous to the City of Springfield; that no part thereof is included in the corporate limits of any municipality; that said Petitioner is the owner of said property and no electors reside upon or occupy any territory within the above-described property; and

WHEREAS, trustees of the Northside Fire Protection District, the Springfield Township Board of Trustees and the Springfield Township Commissioner of Highways, Ron Smith, have been given notice of this annexation in accordance with 65 ILCS 5/7-1-1.

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

Section 1: That the above-described real property be and the same is hereby annexed to the City of Springfield, Illinois, pursuant to the provisions of 65 ILCS 5/7-1-8.

Section 2: A certified copy of this Ordinance together with the plat attached hereto at Exhibit "A" shall be filed for recordation in the Sangamon County Recorder of Deeds office, filed with the Sangamon County Clerk and sent by certified or registered mail to the election authorities having jurisdiction in the territory annexed, the post office branches serving the territory annexed, and the Clerk of the Township from which said territory has been annexed.

Section 3: That the City Clerk is hereby directed to send a copy of this ordinance to Comcast.

Section 4: That this ordinance shall become effective immediately upon its passage and proper recording.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

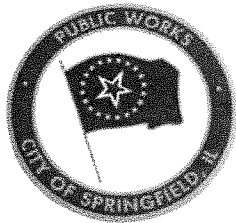
ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

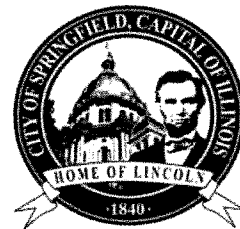
Requested by: Mayor Misty Buscher

 9/12/24

Office of Corporation Counsel / Date



**Office of Public Works
City of Springfield, Illinois
David Fuchs, Director
Rm 203, Municipal Center West
Springfield, Illinois 62701**



MEMORANDUM

TO: Kateah McMasters
Sr. Assistant Corporation Counsel

FROM: Robert D. Lowe, PLS (217) 789-2255 Ext. 5230

DATE: August 19, 2024

RE: Annexation Petition
2412 Old Beardstown Rd Springfield
Jeanette V. Paul, Trustee

Attached is the annexation agreement signed by the petitioner. Please finalize the ordinances and place them on the agenda for council action and inform the City Clerk, if the first reading is different than I request, when to send the notifications.

REQUEST FIRST READING ON: September 17, 2024

2024-381

Legal Notification Sheet

Gregory Moredock

Date: August 19, 2024

Petitioner's Name: **Jeanette V. Paul, Trustee**

Property Address: **2412 Old Beardstown Road**

Legal Description

Tract 5 on the survey of part of the Northeast Quarter of Section 30, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, containing 5.473 acres, more or less.

Public Library District: **None**

Fire Protection District: **North Side**

Township & Commissioner: **Springfield - Ron Smith**

Attorney: **Corporation Counsel
City of Springfield
Room 101, Municipal Building**

Electors: **0**

ORDINANCE FACT SHEET

Department Information

Office Requesting: **Public Works**

Staff Member: **Robert Lowe**

Date: **August 19, 2024**

First Reading: **9/17/2024**

Emergency Passage: **N**

Type of Ordinance: **Annexation**

Annexation Information

Petitioner Name: **Jeanette V. Paul, Trustee**

Property Address: **2412 OLD BEARDSTOWN RD**

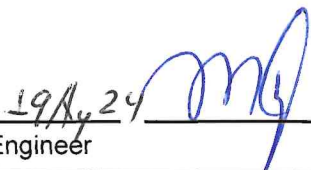
Number of electors residing at property: **0**

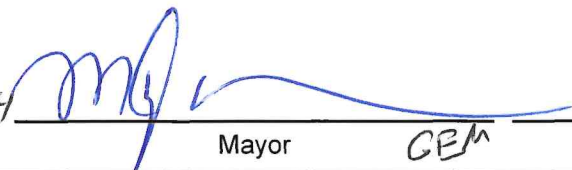
Are the petitioners the only electors: **Y**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **N**


Director, Public Works/City Engineer


Mayor


Director, OBM

August 19, 2024
2024-381

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND RICHARD S. SAUNDERS AND PEGGY L. SAUNDERS FOR THE PROPERTY LOCATED 1149 N. DANIEL AVENUE, 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, Richard S. Saunders and Peggy L. Saunders ("Owners") has filed a petition that the City annex certain property legally described as follows:

Lots 664 and 645 of Spaulding's Capital Park Addition in the West Half of Section 25, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, containing 0.291 acre, more or less.

Commonly known as 1149 N. Daniel Avenue and more particularly described on the annexation plat attached hereto as Exhibit A;

WHEREAS, the property is contiguous with the City of Springfield; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an annexation agreement with the Owner; and

WHEREAS, the annexation ordinance shall be passed as soon as practicable on or after November 6, 2024; and

WHEREAS, said annexation agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves an annexation agreement with Richard S. Saunders and Peggy L. Saunders ("Owners") to consider the annexation of property located at 1149 N. Daniel Avenue. The Mayor and City Clerk are hereby authorized to execute the annexation agreement, which shall be located in the Office of the City Clerk, on behalf of the City of Springfield.

Section 2: That the Office of the City Clerk is hereby directed to record this ordinance, agreement and any easement, if applicable, with the Sangamon County Recorder of Deeds.

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 9/13/24

Return To:
City of Springfield, IL
Attn: City Clerk
Municipal Center West
300 S. Seventh St.
Springfield, IL 62701-1680

ANNEXATION AGREEMENT

THIS AGREEMENT, is made by and between **Richard S. Saunders and Peggy L. Saunders** ("Owner(s)") and **CITY OF SPRINGFIELD, ILLINOIS**, ("City"), an Illinois Municipal Corporation, and is effective this _____ day of _____, 2024.

WHEREAS, the City is a home rule unit as defined in Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, pursuant to Section 11-15.1-1 of the Illinois Municipal Code, the City has the power to enter into annexation agreements; and

WHEREAS, **Richard S. Saunders and Peggy L. Saunders**, are the owner(s) of record of a tract of Land consisting of approximately 0.291 acres (irregularly shaped parcel) located at 1149 N. Daniel Avenue, Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel No: 14-25.0-106-047, being more particularly described in the annexation plat attached hereto as Exhibit A, and hereinafter referred to as the "Land"; and

WHEREAS, the Land is contiguous to the corporate limits of the City; and

WHEREAS, it is the mutual desire of the Parties to this Agreement that the Land described in Exhibit A be annexed to the City on the terms and conditions set forth herein; and

WHEREAS, the Owner(s) have submitted to the City a petition for annexation of the Land described on Exhibit A.

WHEREAS, a public hearing was held on _____, 2024, as required by law.

WHEREAS, the Parties to this Agreement desire to enter into a binding agreement, with respect to the annexation of the Land described in Exhibit A and to provide for the performance of other conditions and matters, pursuant to the provisions of 65 ILCS 5/11-15.1, et seq.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this agreement, the Parties agree as follows:

Section 1. Annexation

The City agrees to adopt an ordinance to cause the Land described in Exhibit A to be validly annexed to the City.

Section 2. Permits and Approvals

This Agreement does not abrogate or supersede any applicable ordinance or regulation to obtain permits, licenses, inspections or approvals. All construction work shall comply with the requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto.

2024-382

Section 3. Improvements

The Owner(s) agree that at the time public sidewalks are extended to the Land, the Owner(s) shall install public sidewalks along that portion of Daniel Avenue bordering the Land as it exists at the time of execution of this Agreement by the Owner(s). Any right of way dedication shall not affect Owner(s)' obligations herein. Such public sidewalks shall be installed by the Owner(s) at the expense of the Owner(s) and in accordance with all requirements of the City Code.

Section 4. Water Service

The Land has frontage on a 6-inch water main owned and operated by the City running along N. Daniel Avenue. Owner(s) currently have a ¾" water service from said municipal water main for the purpose of servicing a single family home located on the Land. If the Owner(s) wishes to service any other buildings on the Land, Owner(s) shall request additional metered taps from the City. The cost of each additional metered tap shall be borne by the Owner(s).

The Owner(s) agrees that no other properties or areas inside or outside the corporate limits of the City will be permitted to connect to the water taps constituting the aforesaid water service without the further express written permission of the City.

The Owner(s) agrees that in the event any condition or covenant contained in this Agreement should be now or hereinafter violated, then, in addition to any other remedies available to the City, the City may after providing a ten-day written notice to the Owner(s), terminate the water service to the Land.

The Owner(s) agrees that all general rules and regulations of the City regarding water service as may be adopted from time to time by the City, shall be complied with and all charges for water paid.

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

Section 5. Electric Service and Street Lights

In the event the Land is either: 1) subdivided as defined in the City of Springfield Code of Ordinances, 1988, as amended or 2) redeveloped, the Owner(s) agrees to enter into a contract for electrical service as defined by Chapter 50 of the 1988 City Code of Ordinances, and agrees to the following design standards for the installation of utilities:

- A. Electric, telephone and cable TV should be installed in a joint trench;
- B. The installation of all electric cables under roadways shall be installed within a 12" conduit system with proper ball markers at each side of the pavement;
- C. The installation of all utilities shall be along the roadways, not in the rear of lots;
- D. Owner(s) shall provide the City with drawings in electronic format, preferably AutoCAD, depicting the exact locations of all utilities installed by the Owner(s) or their contractors.

The City shall install street lighting in accordance with Chapter 50 of the 1988 City Code of Ordinances, as amended. Owner(s) agree and acknowledge that if such street lighting is installed per Chapter 50, such street lighting may not be operational until after the necessary electrical facilities are installed to energize it.

There are not currently any City electrical facilities in the area to serve the Land. When electrical service to the Land is required, Owner(s) shall obtain, at their cost, any and all easements necessary to serve the Land. Owner(s) shall then assign said easements to the City, at no cost, so that electrical facilities may be installed to serve the Land. The easements shall be in a form acceptable to the City.

Section 6. Utility Easements

Owner(s) agree that they shall convey at no cost to the City such utility easements as may be required to serve the Land and to allow the City to extend such service to adjacent land.

Section 7. Storm Water Management

The Owner(s) agree to follow all City Ordinances and Standards regarding storm water management with respect to development of the Land.

Section 8. Notices

All notices and other communications required under this Agreement shall be in writing and delivered either personally or by certified mail, with postage prepaid, to the Parties at the following addresses (or such other addresses as may be designated by the Parties from time to time):

To the City at:

City of Springfield, Illinois
Attn: City Engineer
Room 210 Municipal Center West
300 S. 7th Street
Springfield, IL 62701
Facsimile: (217) 789-2109

To Owner(s):

Richard S. Saunders and Peggy L. Saunders
1149 N. Daniel Avenue
Springfield, IL 62702

With a copy to:

Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, IL 62701
Facsimile: (217) 789-2397

Section 9. Time

Time shall be of the essence in this Agreement.

Section 10. Power to Execute

The Owner(s) as well as the President and Secretary or other officer of any corporate owner, or Trustee, or other Party hereto, warrant that they are authorized to execute this Agreement. The Mayor and City Clerk warrant that they have been authorized by the City Council to execute this Agreement on behalf of the City. This agreement is binding on the City only upon authorization of two-thirds (2/3) majority vote of the corporate authorities, defined as the Mayor and the Aldermen, and upon compliance with the provisions set forth in the Illinois Municipal Code, 65 ILCS 5/11-15.1 *et seq.*, and as further amended.

Section 11. Recording

A copy of this Agreement shall be recorded in the Office of the Sangamon County Recorder of Deeds by the City within thirty (30) days of the execution of this Agreement.

Section 12. Binding Effect

This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This Agreement and all provisions shall be a covenant running with the Land described in Exhibit A and shall be effective for 20 years from the effective date.

Section 13. Waiver

Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

Section 14. Continuity of Obligations

Notwithstanding any provision of this Agreement to the contrary, the Owner(s) or their successor and assigns shall at all times during the term of this Agreement remain liable to City for the faithful performance of all obligations imposed on the Owner(s) or their successor and assigns by this Agreement until such obligations have been fully performed or until City, at its sole option, has otherwise released the Owner(s) or their successor and assigns from any or all of such obligations.

Section 15. Remedies

Upon a breach of this Agreement, the City, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both, or may obtain rescission for repudiation or material failure of performance. Notwithstanding the forgoing, before the failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining Party within thirty (30) days of receipt of such notice. Owner(s) hereby waive any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

Section 16. Indemnification

Owner(s) shall indemnify and save harmless City against any and all damage to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless City from any and all claims, demands, suits, actions or proceedings of any kind or nature of or by anyone in connection with this Agreement.

Section 17. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, expressed or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this

Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

Section 18. Severability

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 19. Force Majeure

If performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay. As a condition precedent to such a time extension, the Party seeking protection under this Section shall provide notice to the other Party within fourteen (14) days from the event causing the delay.

Section 20. Code of Ordinances

All requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto, shall apply to the Land and to this Agreement. In the event any provisions of the Code are in direct conflict with any provisions of this Agreement, the provisions of this Agreement shall control.

Section 21. Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. The City and Owner(s) voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Owner(s). By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section as written evidence of the consents, waivers and agreements of the parties set forth in this Section.

NOW THEREFORE, this Agreement is entered into on the day and year first written above.

CITY OF SPRINGFIELD, ILLINOIS
an Illinois municipal corporation

By: _____ ATTEST: _____
Mayor City Clerk

GEM

OWNER - Richard S. Saunders

By: *Richard S. Saunders*

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Richard S. Saunders, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the forgoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12 day of Aug., 2024.

Joanna L. Judge
Notary Public



OWNER - Peggy L. Saunders

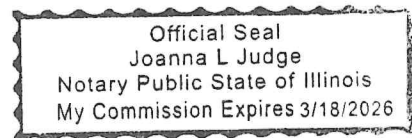
By: *Peggy L. Saunders*

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Peggy L. Saunders, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the forgoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12 day of Aug., 2024.

Joanna L. Judge
Notary Public



2024-382

Legal Notification Sheet

Gregory Moredock

Date: August 12, 2024

Petitioner's Name: **Richard S. Saunders et ux**

Property Address: **1149 N DANIEL AVE
SPRINGFIELD, IL 62702**

Legal Description

Lots 664 and 645 of Spaulding's Capital Park Addition in the West Half of Section 25, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, containing 0.291 acre, more or less.

Public Library District: **None**

Fire Protection District: **East Side**

Township & Commissioner: **Springfield - Ron Smith**

Attorney: **Corporation Counsel
City of Springfield
Room 101, Municipal Building**

Electors: 2

ORDINANCE FACT SHEET

Department Information

Office Requesting: **Public Works**

Staff Member: **Robert Lowe**

Date: **August 12, 2024**

First Reading: **9/3/2024**

Emergency Passage: **N**

Type of Ordinance: **Annexation Agreement**

Annexation Information

Petitioner Name: **Richard S. Saunders et ux**

Property Address: **1149 N DANIEL AVE**

Number of electors residing at property: **2**

Are the petitioners the only electors: **Y**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **Y**

Director, Public Works/City Engineer

Mayor

Director, OBM

**AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY
LOCATED AT 1149 N. DANIEL AVENUE, 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, Richard S. Saunders and Peggy L. Saunders ("Owners") have filed a verified petition duly executed and sworn, that the City annex the following described real property:

Lots 664 and 645 of Spaulding's Capital Park Addition in the West Half of Section 25, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, containing 0.291 acre, more or less.

Commonly known as 1149 N. Daniel Avenue and more particularly described on the annexation plat attached hereto as Exhibit A;

WHEREAS, said property is contiguous to the City of Springfield; that no part thereof is included in the corporate limits of any municipality; that said Petitioner is the owner of said property and no electors reside upon or occupy any territory within the above-described property; and

WHEREAS, trustees of the East Side Fire Protection District, the Springfield Board of Trustees and the Springfield Township Commissioner of Highways, Ron Smith, have been given notice of this annexation in accordance with 65 ILCS 5/7-1-1.

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

Section 1: That the above-described real property be and the same is hereby annexed to the City of Springfield, Illinois, pursuant to the provisions of 65 ILCS 5/7-1-1 *et seq.*

Section 2: A certified copy of this Ordinance together with the plat attached hereto at Exhibit "A" shall be filed for recordation in the Sangamon County Recorder of Deeds office, filed with the Sangamon County Clerk and sent by certified or registered mail to the election authorities having jurisdiction in the territory annexed, the post office branches serving the territory annexed, and the Clerk of the Township from which said territory has been annexed.

Section 3: That the City Clerk is hereby directed to send a copy of this ordinance to Comcast.

Section 4: That this ordinance shall become effective on November 6, 2024 upon its passage and proper recording.

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

 9/13/24
Office of Corporation Counsel / Date



**Office of Public Works
City of Springfield, Illinois
David Fuchs, Director
Rm 203, Municipal Center West
Springfield, Illinois 62701**



MEMORANDUM

TO: Kateah McMasters
Sr. Assistant Corporation Counsel

FROM: Robert D. Lowe, PLS (217) 789-2255 Ext. 5230

DATE: August 12, 2024

RE: Annexation Petition
1149 North Daniel Avenue Springfield
Richard S. Saunders

Attached is the annexation agreement signed by the petitioner. Please finalize the ordinances and place them on the agenda for council action and inform the City Clerk, if the first reading is different than I request, when to send the notifications.

REQUEST FIRST READING ON: September 3, 2024

Due to General Elections; Annexations with Electors residing on the property are prohibited between the following dates:

January 19, 2024 through March 19, 2024

September 6, 2024 through November 5, 2024

ORDINANCE FACT SHEET

Department Information

Office Requesting: **Public Works**

Staff Member: **Robert Lowe**

Date: **August 12, 2024**

First Reading: **9/3/2024**

Emergency Passage: **N**

Type of Ordinance: **Annexation**

Annexation Information

Petitioner Name: **Richard S. Saunders et ux**

Property Address: **1149 N DANIEL AVE**

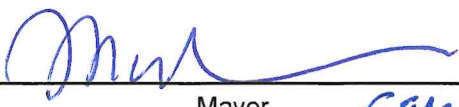
Number of electors residing at property: **2**

Are the petitioners the only electors: **Y**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **N**

Director, Public Works/City Engineer


Mayor



Director, OBM

August 12, 2024 - 383

**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION
AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND
ERIK KARHLIKER AND TORIE M. KARHLIKER FOR THE PROPERTY
LOCATED 4040 TUXHORN ROAD 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, Erik Karhliker and Torie M. Karhliker (“Owners”) have filed a petition that the City annex certain property legally described as follows:

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE AFOREMENTIONED SECTION 5, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 115.00 FEET TO A MAG NAIL MARKING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 1145.16 FEET TO AN IRON PIPE, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1258.31 FEET TO A POINT, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 115.00 FEET TO AN IRON PIPE ON THE SECTION LINE, THENCE NORTH 02 DEGREES 44 MINUTES 59 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 342.50 FEET MEASURED, (342.38 FEET DEED) TO PIPE. THENCE NORTH 02 DEGREES 44 MINUTES 59 SECONDS WEST A DISTANCE OF 165.00 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 8.375 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

AND

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, FORMERLY OWNED BY CINCINNATI, INDIANAPOLIS & WESTERN RAILROAD COMPANY (SUBSEQUENTLY CSX TRANSFORMATION, INC.) CONTAINING 9.19 ACRES, MORE OR LESS.

WHEREAS, the property is not contiguous with the City of Springfield; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an annexation agreement with the Owner; and

WHEREAS, said annexation agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves an annexation agreement with Erik Karhliker and Torie M. Karhliker ("Owners") to consider the annexation of property located at 4040 Tuxhorn Road. The Mayor and City Clerk are hereby authorized to execute the annexation agreement, which shall be located in the Office of the City Clerk, on behalf of the City of Springfield.

Section 2: That the Office of the City Clerk is hereby directed to record this ordinance, agreement and any easement, if applicable, with the Sangamon County Recorder of Deeds.

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

 9/13/24

Office of Corporation Counsel / Date



**Office of Public Works
City of Springfield, Illinois
David Fuchs, Director
Rm 203, Municipal Center West
Springfield, Illinois 62701**



MEMORANDUM

TO: Kateah McMasters
Assistant Corporation Counsel

FROM: Robert D. Lowe, PLS (217) 789-2255 Ext. 5230

DATE: August 7, 2024

RE: Annexation Petition
4040 Tuxhorn Road Springfield
Erik & Torrie Karhliker

Attached is the annexation agreement signed by the petitioner. Please finalize the ordinances and place them on the agenda for council action and inform the City Clerk, if the first reading is different than I request, when to send the notifications.

REQUEST FIRST READING ON: September 3, 2024

2024-384

Legal Notification Sheet

Gregory Moredock

Date: August 06, 2024

Petitioner's Name: **Erik Karhliker et ux**

Property Address: **4040 TUXHORN RD
SPRINGFIELD, IL 62712**

Legal Description

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE AFOREMENTIONED SECTION 5, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 115.00 FEET TO A MAG NAIL MARKING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 140.00 FEET TO A MAG NAIL ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FORMER B&O RAILROAD, THENCE SOUTH 63 DEGREES 43 MINUTES 35 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1145.16 FEET TO AN IRON PIPE, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1258.31 FEET TO AN IRON PIPE ON THE SECTION LINE, THENCE NORTH 02 DEGREES 44 MINUTES 59 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 342.50 FEET MEASURED, (342.38 FEET DEED) TO A POINT, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 115.00 FEET TO AN IRON PIPE, THENCE NORTH 02 DEGREES 44 MINUTES 59 SECONDS WEST A DISTANCE OF 165.00 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 8.375 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

AND

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, FORMERLY OWNED BY CINCINNATI, INDIANAPOLIS & WESTERN RAILROAD COMPANY(SUBSEQUENTLY CSX TRANSFORMATION, INC.) CONTAINING 9.19 ACRES, MORE OR LESS.

Public Library District: **Rochester**

Fire Protection District: **Rochester**

Township & Commissioner: **Rochester - Darrell Maxheimer**

Attorney: **Corporation Counsel
City of Springfield
Room 101, Municipal Building**

Electors: 2

Return To:
Office of the City Clerk
Municipal Center West
Springfield, IL 62701

ANNEXATION AGREEMENT

THIS AGREEMENT, is made by **Erik Karhliker and Torrie M. Karhliker** (hereinafter the "Owner(s)"), and **CITY OF SPRINGFIELD, ILLINOIS**, (hereinafter the City), an Illinois municipal corporation, and is effective this _____ day of _____, 2024.

WHEREAS, the City is a home rule unit as defined in Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, pursuant to Section 11-15.1-1 of the Illinois Municipal Code, the City has the power to enter into annexation agreements; and

WHEREAS, **Erik Karhliker and Torrie M. Karhliker** are the Owner(s) of record of a tract of land commonly known as 4040 Tuxhorn Rd, being more particularly described in Exhibit A and hereinafter referred to as the "Land"; and

WHEREAS, the Land is not now contiguous to the City; and

WHEREAS, the Parties to this Agreement desire to enter into a binding agreement, with respect to the Land and to provide for the performance of other conditions and matters, pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq*; and

WHEREAS, a public hearing was held on _____, 2024, as required by law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Annexation

Upon the Land becoming contiguous to the City, as determined by the City, the Owner(s) shall file a written petition with the City Clerk requesting annexation of the Land to the City. The Owner(s) respectively agree to do all things necessary and appropriate to cause the Land to be validly annexed to the City as promptly thereafter as practicable. Thereafter, the City agrees to adopt an ordinance to cause the Land described in Exhibit A to be validly annexed to the City.

Section 2. Notices

All notices and other communications required under this Agreement shall be in writing and delivered either personally or by certified mail, with postage prepaid, to the Parties at the following addresses (or such other addresses as may be designated by the Parties from time to time):

If to Owner(s): **Erik Karhliker and Torrie M. Karhliker**
c/o Don Craven
1005 N. 7th St
Springfield, IL 62702

If to the City: Director of Public Works
Room 203 Municipal Center West
300 South Seventh Street
Springfield, IL 62701

With a copy to: Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, IL 62701

Section 3. Binding Effect

This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This Agreement and all provisions shall be a covenant running with the Land described in Exhibit "A" and shall be effective for 20 years from the effective date.

Section 4. Time

Time shall be of the essence of this Agreement.

Section 5. Installation of Public Sidewalks

The Owner(s) agree that either 1) at the time public sidewalks are extended to the Land, 2) the land is subdivided, or 3) land is redeveloped, the Owner(s) shall install public sidewalks along that portion of Tuxhorn Road bordering the Land as it exists at the time of execution of this Agreement by the Owner(s). Any right-of-way dedication shall not affect Owner(s)' obligations herein. Such public sidewalks shall be installed by the Owner(s) at the expense of the Owner(s) and in accordance with all requirements of the City Code.

Section 6. Right-of-Way Dedication

The Owner(s) shall dedicate and convey to Rochester Township the property described in Exhibit B for the improvements to Tuxhorn Road. The deed of right of way shall be prepared by the City.

Section 7. Conveyance of Real Estate

Any conveyance, dedication or donation of real estate required of the Owner(s) to the Township or any government authority under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement:

A. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.

B. Merchantable Title. Title to the real estate shall be good and marketable.

C. Form and Contents of Deed. The conveyance or donation shall be by delivery of a good, sufficient and recordable deed or plat of dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:

1. Covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
2. Terms of this Agreement;
3. General taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the time of delivery, conveyance or dedication;
4. Such other exceptions acceptable to the Township.

D. Commitment for Title Insurance. The Owner(s) shall provide to the City, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from a title insurance company acceptable to the City. The commitment for title insurance shall be in usual and customary form subject only to:

1. The usual and customary standard exceptions contained therein;
2. Taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;
3. Subparagraphs 1 and 2 of paragraph C above;
4. Such other exceptions as are acceptable to the City.

The commitment for title insurance shall be in the amount of One Thousand and no/100ths Dollars (\$1,000.00) and shall be dated not less than thirty (30) days prior to the time for delivery of the deed, conveyance or dedication.

All title insurance charges herein provided shall be borne by the Owner(s).

E. Taxes, Liens, Assessments, etc. General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed to delivery of the deed, conveyance or dedication. To the extent that any such tax cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, the Owner(s) hereby covenants that it will indemnify, hold harmless and defend the City against any loss or expense, including but not limited to attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.

F. Delivery of Deed, Conveyance or Dedication. To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to the Owner(s) and City, otherwise at a date, time and place set by City not less than thirty (30) days after notice thereof is given by the City to the Owner(s).

Section 8. Water Service

The Land does not have frontage a water main owned and operated by the City or within a reasonable distance from the Land. The Owner(s) may, upon becoming contiguous to the City, apply for a water main extension in

accordance with Chapter 52 of the 1988 City Code of Ordinances, as amended. In order for the City to provide such service, the Owner(s) agree to execute any necessary easements and permits for the water main extension. The Owner(s) agree to pay all costs of the water system additions to be installed, and to post adequate security with the City in accordance with Section 52.12 of the 1988 City Code of Ordinances, as amended. The Owner(s) agree to connect to the City water system and to pay all standard fees and tariffs to do so. In the event the City grants a water main extension upon becoming contiguous to the City, the Owner(s) agree to the following:

A. The Owner(s) shall be permitted to connect to said municipal water mains for the purpose of extending mains through the property to be annexed. All costs are to be the responsibility of the Owner(s). The Owner(s) agree that said extended water main shall be the exclusive property of the City of Springfield and be subject to the exclusive control of the City. The City shall maintain and keep in good repair such extended water main.

B. The Owner(s) agrees that no other properties or areas inside or outside the corporate limits of the City will be permitted to connect to the water taps constituting the aforesaid water service without the further express written permission of the City.

C. If the Springfield Fire Department determines that fire hydrant(s) are required to protect the proposed development, the Owner(s) will pay for the cost of installation.

D. The Owner(s) agrees that in the event any condition or covenant contained in this Agreement should be now or hereinafter violated, then, in addition to any other remedies available to the City, the City may after providing a ten-day written notice to the Owner(s), terminate the water service to the Land. The Owner(s) agrees that all general rules and regulations of the City regarding water service as may be adopted from time to time by the City, shall be complied with and all charges for water paid. Nothing herein contained shall pertain to, alter or change the right of the City to make reasonable rules, regulations, or policies concerning size, materials, location of water mains, and water taps on its water system.

Section 9. Electric Service and Street Lights

In the event the Land is either: 1) subdivided as defined in the City of Springfield Code of Ordinances, 1988, as amended or 2) redeveloped, the Owner(s) agrees to enter into a contract for electrical service as defined by Chapter 50 of the 1988 City Code of Ordinances, and agrees to the following design standards for the installation of utilities:

A. Electric, telephone and cable TV should be installed in a joint trench;

B. The installation of all electric cables under roadways shall be installed within a 12" conduit system with proper ball markers at each side of the pavement;

C. The installation of all utilities shall be along the roadways, not in the rear of lots;

D. Owner(s) shall provide the City with drawings in electronic format, preferably AutoCAD, depicting the exact locations of all utilities installed by the Owner(s) or their contractors.

There are not currently any City electrical facilities in the area to serve the Land. When electrical service to the Land is required, Owner(s) shall obtain, at their cost, any and all easements necessary to serve the Land. Owner(s) shall then assign said easements to the City, at no cost, so that electrical facilities may be installed to serve the Land. The easements shall be in a form acceptable to the City.

Section 10. Utility Easements

Owner(s) agrees that it shall convey at no cost to the City such utility easements as may be required to serve the Land and to allow the City to extend such service to adjacent land.

Section 11. Recording

A copy of this Agreement shall be recorded in the Office of the Sangamon County Recorder of Deeds by the City within thirty (30) days of the execution of this Agreement.

Section 12. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner(s) and the City relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

Section 13. Severability

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 14. Waiver

Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

Section 15. Continuity of Obligations

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Land by the Owner(s), the Owner(s) or his/her successors and assigns shall at all times during the term of this Agreement remain liable to City for the faithful performance of all obligations imposed upon Owner(s) or his/her successor and assigns by this Agreement until such obligations have been fully performed or until City, at its sole option, has otherwise released Owner(s) or his/her successors and assigns from any or all of such obligations.

Section 16. Remedies

Upon a breach of this Agreement, the City, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both, or may obtain rescission for repudiation or material failure of performance. Notwithstanding the foregoing, before the failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining Party within thirty (30) days of receipt of such notice. Owner(s) hereby waive any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

Section 17. Force Majeure

If performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay. As a condition precedent, the party seeking the benefit of the provisions of this Section shall, within thirty (30)

days after the beginning of any such forced delay, first notify the other party thereof in writing, of the cause or causes thereof, and request an extension of the period of enforced delay. Such extensions must first be agreed to in writing by the parties hereto, before such extension is effective.

Section 18. Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. The City and Owner(s) voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Owner(s). By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section with any court as written evidence of the consents, waivers and agreements of the parties set forth in this Section.

Section 19. Power to Execute

The Owner(s) as well as the President and Secretary or other officer of any corporate Owner(s) or other Party hereto, warrant that they are authorized to execute this Agreement. The Mayor and City Clerk warrant that they have been authorized by the City Council to execute this Agreement on behalf of the City. This agreement is binding on the City only upon authorization of two-thirds (2/3) majority vote of the corporate authorities, defined as the Mayor and the Aldermen, and upon compliance with the provisions set forth in the Illinois Municipal Code, 65 ILCS 5/11-15.1 *et seq.*, and as further amended.

Section 20. Indemnification

Owner(s) shall indemnify and save harmless City against any and all damage to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless City from any and all claims, demands, suits, actions or proceedings of any kind or nature of or by anyone in connection with this Agreement.

Section 21. Code of Ordinances

All requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto, shall apply to the Land and to this Agreement. In the event any provisions of the Code are in conflict with any provisions of this Agreement, the provisions of this Agreement shall control. This Agreement does not abrogate or supersede any applicable ordinance or regulation to obtain permits, licenses, inspections or approvals.

WHEREFORE, the parties to this agreement have executed this agreement as of the date set forth above.

OWNER(S) Erik Karhliker –

By: SKK

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Erik Karhliker**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial Seal this 1st day of August, 2024.

Maralee D. Hanners

Notary Public



OWNER(S) Torrie M. Karhliker –

By: Torrie Karhliker

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Torrie M. Karhliker**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial Seal this 1st day of August, 2024.

Maralee D. Hanners

Notary Public



ATTEST:

CITY OF SPRINGFIELD, ILLINOIS

By: _____
City Clerk

By: _____
Mayor *GEM*

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County, of the State aforesaid, DO HEREBY CERTIFY that **Misty Buscher**, personally known to me to be the Mayor of the City of Springfield, and **Frank Lesko**, personally known to me be the City Clerk of Springfield, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Springfield for the uses and purposes therein set forth.

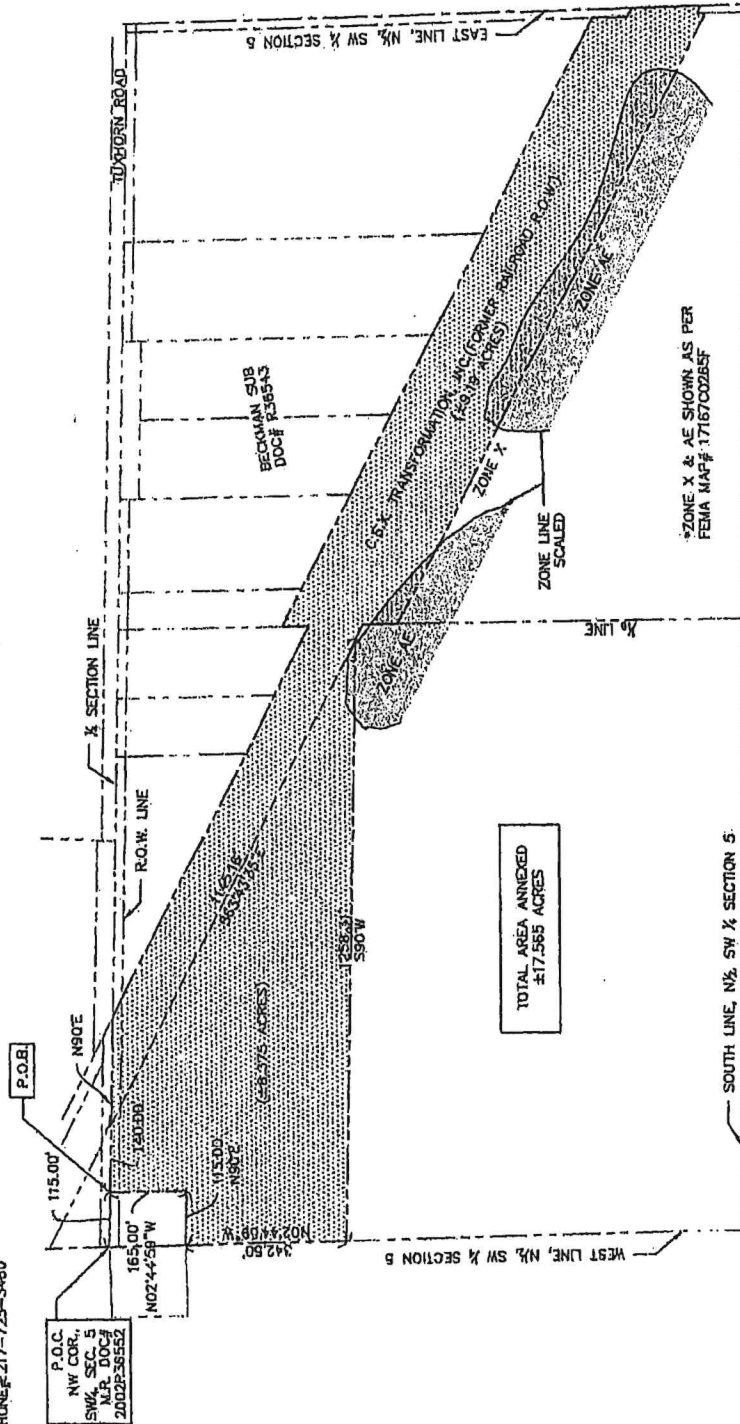
Given under my hand and notarial seal, this _____ day of _____, 2024.

Notary Public

PIN. 23-05.0-300-034
4040 TUXHORN ROAD
SPRINGFIELD, ILLINOIS 62712
ROCHESTER TOWNSHIP
OWNER:
ERIK & TORRIE M. KARHLKER
P.O. BOX 6057
SPRINGFIELD, ILLINOIS 62708
PHONE# 217-729-3460

PART OF THE NORTH HALF OF THE SOUTHWEST
 QUARTER OF SECTION 5, TOWNSHIP 15 NORTH,
 RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN,
 SANGAMON COUNTY, ILLINOIS

=DESCRIPTION OF RECORD ATTACHED



I HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS AND IDENTIFIES THE PARCEL OF RECORD TO BE ANNEXED TO THE CITY OF SPRINGFIELD, ILLINOIS.

Handwritten signature: *[Signature]*
ILLINOIS PROFESSIONAL LAND SURVEYOR #3271
LICENSE EXPIRES: NOVEMBER 30, 2024
EMAIL: HDISTLEHORST@KTENGR.COM

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
	PROPOSED ANNEXATION LIMITS
	EXISTING ANNEXATION AREA
	PROPOSED ANNEXATION AREA

KUHN & TRELLO

A LIMITED LIABILITY COMPANY
209 N. 7TH STREET, 3RD FLOOR
SPRINGFIELD, IL 62702

PHONE: 217-679-0044
PROFESSIONAL DESIGN FIRM NO. 124-006525

DATE: 12/29/2023
SHEET: 1 OF 2

EXHIBIT

tabbles.

2024-384

ANNEXATION PLAT TO THE

CITY OF SPRINGFIELD

FILE: 23-05.0-300-034
ALAMO TURNPIKE ROAD
SPRINGFIELD, ILLINOIS 62712
ROCHESTER TOWNSHIP
OWNER:
ERIC & TORRIE M. KARLHNER
P.O. BOX 6057
SPRINGFIELD, ILLINOIS 62708
PHONE: 217-723-3460

PART OF THE NORTH HALF OF THE SOUTHWEST
QUARTER OF SECTION 5, TOWNSHIP 15 NORTH,
RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN,
SANGAMON COUNTY, ILLINOIS

DESCRIPTION OF RECORD AS PER DEED DOC# 2018R18967,
PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED
MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF THE SOUTHWEST
QUARTER OF THE FOREMENTIONED SECTION 5, THENCE NORTH 90 DEGREES 00 MINUTES
00 SECONDS EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 115.00 FEET TO
A MAG NAIL MARKING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 90
DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE QUARTER SECTION LINE A
DISTANCE OF 140.00 FEET TO A MAG NAIL ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE
OF THE FORMER B&O RAILROAD, THENCE SOUTH 83 DEGREES 43 MINUTES 35 SECONDS
EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1145.18 FEET TO AN IRON PIPE,
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1258.91
FEET TO AN IRON PIPE ON THE SECTION LINE, THENCE NORTH 02 DEGREES 44 MINUTES
58 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 342.50 FEET MEASURED,
(342.38 FEET DEED) TO A POINT, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS
EAST A DISTANCE OF 115.00 FEET TO AN IRON PIPE, THENCE NORTH 02 DEGREES 44
MINUTES 58 SECONDS WEST A DISTANCE OF 185.00 FEET TO THE TRUE POINT OF
BEGINNING, SAID PARCEL CONTAINS 8.375 ACRES, MORE OR LESS, ALL IN THE COUNTY
OF SANGAMON, STATE OF ILLINOIS.

AND

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON
COUNTY, ILLINOIS, FORMERLY OWNED BY CHICAGO, INDIANAPOLIS & WESTERN RAILROAD
COMPANY (SUSSEQUENTLY CSX TRANSFORMATION, INC.) CONTAINING 9.19 ACRES, MORE OR
LESS.



KUHN & TRELLO

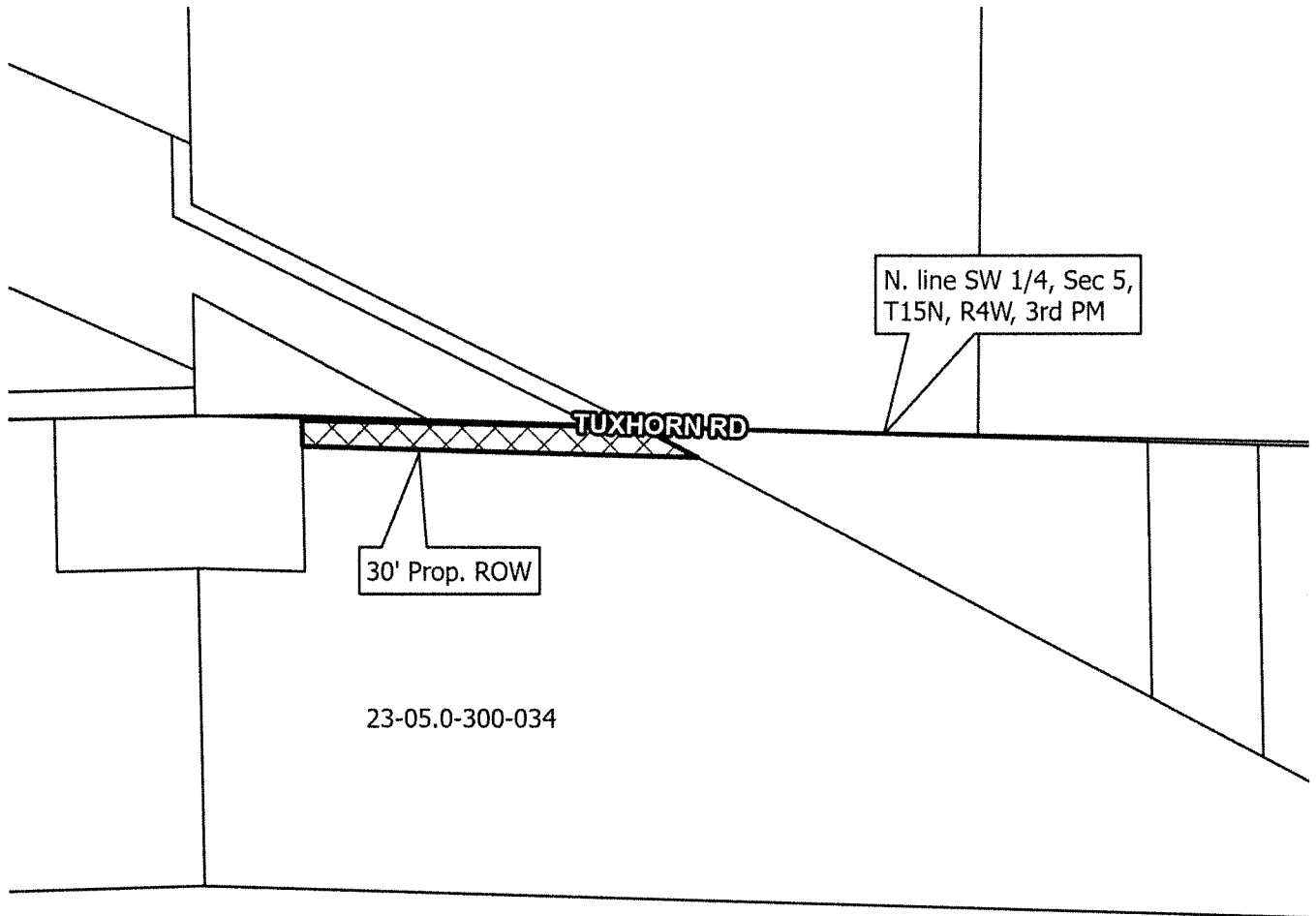
A LIMITED LIABILITY COMPANY
309 N. 7TH STREET, 3RD FLOOR
SPRINGFIELD, IL 62702

PROFESSIONAL DESIGN #001-84-006515

DRAWN BY: JAC
DATE: 12/29/2023
SHEET: 2 OF 2

Proposed Right-of-Way Exhibit

NW 1/4, NW 1/4, Sec 6, T15N, R4W, 3rd PM



Scale: 1 inch = 200 feet

Legend

-  Building Footprint
-  Parcel Lines
-  Proposed ROW

Exhibit B

2024-384

RIGHT-OF-WAY
LEGAL DESCRIPTION
23-05.0-300-034

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED MORE PARTICULARLY AS FOLLOWS:

ALL THAT PART OF THE FOLLOWING PARCEL LYING WITHIN 30.00 FEET OF THE NORTH LINE OF SAID SOUTHWEST QUARTER:

COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE AFOREMENTIONED SECTION 5, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 115.00 FEET TO A MAG NAIL MARKING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 140.00 FEET TO A MAG NAIL ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FORMER B&O RAILROAD, THENCE SOUTH 63 DEGREES 43 MINUTES 35 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1145.16 FEET TO AN IRON PIPE, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1258.31 FEET TO AN IRON PIPE ON THE SECTION LINE, THENCE NORTH 02 DEGREES 44 MINUTES 59 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 342.50 FEET MEASURED, (342.38 FEET DEED) TO A POINT, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 115.00 FEET TO AN IRON PIPE, THENCE NORTH 02 DEGREES 44 MINUTES 59 SECONDS WEST A DISTANCE OF 165.00 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 8.375 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

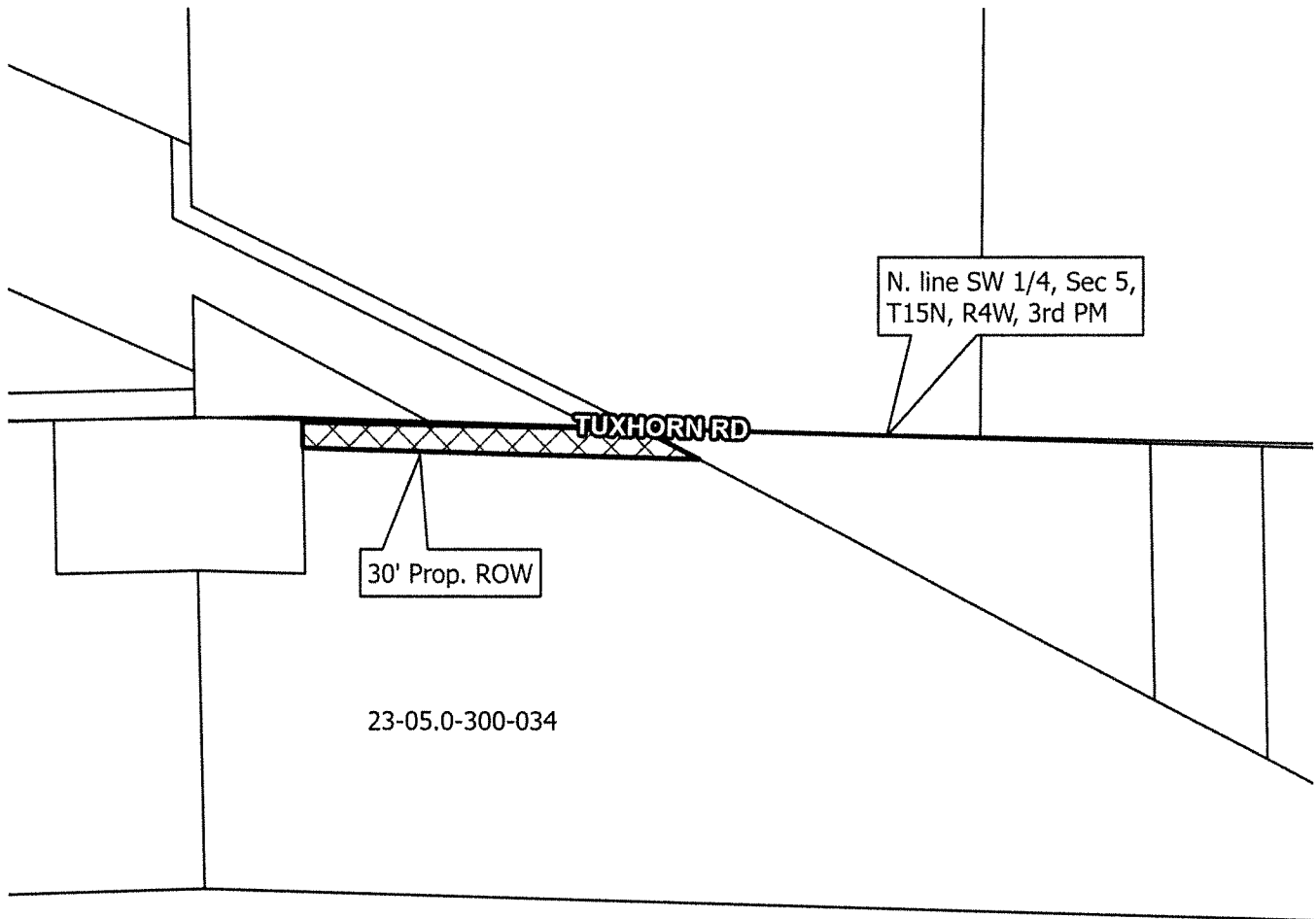
AND

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, FORMERLY OWNED BY CINCINNATI, INDIANAPOLIS & WESTERN RAILROAD COMPANY (SUBSEQUENTLY CSX TRANSFORMATION, INC.) CONTAINING 9.19 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED RIGHT-OF-WAY CONTAINS A TOTAL OF 0.265 ACRE, MORE OR LESS.

Proposed Right-of-Way Exhibit

NW 1/4, NW 1/4, Sec 6, T15N, R4W, 3rd PM



Scale: 1 inch = 200 feet

Legend

-  Building Footprint
-  Parcel Lines
-  Proposed ROW

Exhibit B

2024-384

RIGHT-OF-WAY
LEGAL DESCRIPTION
23-05.0-300-034

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED MORE PARTICULARLY AS FOLLOWS:

ALL THAT PART OF THE FOLLOWING PARCEL LYING WITHIN 30.00 FEET OF THE NORTH LINE OF SAID SOUTHWEST QUARTER:

COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE AFOREMENTIONED SECTION 5, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 115.00 FEET TO A MAG NAIL MARKING THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 140.00 FEET TO A MAG NAIL ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FORMER B&O RAILROAD, THENCE SOUTH 63 DEGREES 43 MINUTES 35 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1145.16 FEET TO AN IRON PIPE, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1258.31 FEET TO AN IRON PIPE ON THE SECTION LINE, THENCE NORTH 02 DEGREES 44 MINUTES 59 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 342.50 FEET MEASURED, (342.38 FEET DEED) TO A POINT, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 115.00 FEET TO AN IRON PIPE, THENCE NORTH 02 DEGREES 44 MINUTES 59 SECONDS WEST A DISTANCE OF 165.00 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 8.375 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

AND

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, FORMERLY OWNED BY CINCINNATI, INDIANAPOLIS & WESTERN RAILROAD COMPANY(SUBSEQUENTLY CSX TRANSFORMATION, INC.) CONTAINING 9.19 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED RIGHT-OF-WAY CONTAINS A TOTAL OF 0.265 ACRE, MORE OR LESS.

ORDINANCE FACT SHEET

Department Information

Office Requesting: **Public Works**

Staff Member: **Robert Lowe**

Date: **August 06, 2024**

First Reading: **9/3/2024**

Emergency Passage: **N**

Type of Ordinance: **Annexation Agreement**

Annexation Information

Petitioner Name: **Erik Karhliker et ux**

Property Address: **4040 TUXHORN RD**

Number of electors residing at property: **2**

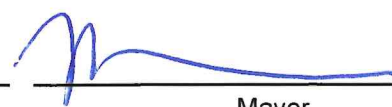
Are the petitioners the only electors: **Y**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **Y**

 7 Aug 24

Director, Public Works/City Engineer



Mayor

GEM

Director, OBM

August 06, 2024 2024-384

**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION
AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND
NATIONAL ELECTRICAL CONTRACTORS' ASSOCIATION FOR THE
PROPERTY LOCATED 6405 CANADIAN CROSS DRIVE, FOR THE
OFFICE OF PUBLIC WORKS**

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

WHEREAS, National Electrical Contractors' Association ("Owner") has filed a petition that the City annex certain property legally described as follows:

Part of the East Half of the West Half of the Northeast Quarter of Section 3, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois described as follows:

Commencing at an iron pin marking the Southwest corner of the East Half of the West Half of the Northwest Quarter of the aforementioned Section 34, thence North 00 degrees 46 minutes 52 seconds East along the West line of the East Half of the West Half of the Northwest Quarter of Section 34, a distance of 754.60 feet, thence North 88 degrees 00 minutes 13 seconds East, a distance of 315.81 feet to the true point of beginning, thence North 01 degrees 41 minutes 03 seconds West a distance of 181.51 feet to an iron pipe, thence North 87 degrees 59 minutes 51 seconds East a distance of 181.36 feet to the Westerly right of way line of F.A.I. 55 Frontage Road, thence along said line, a non-tangent curve to the right having a radius of 773.51 feet, an arc length of 26.06 feet, through a central angle of 01 degrees 55 minutes 49 seconds (Chord bearing South 01 degrees 47 minutes 14 seconds East, 26.06 feet), thence South 01 degrees 46 minutes 38 seconds East along said right of way line, 155.35, thence South 87 degrees 57 minutes 18 seconds West a distance of 181.66 feet to the point of beginning containing 0.756 acres.

WHEREAS, the property is contiguous with the City of Springfield; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an annexation agreement with the Owner; and

WHEREAS, said annexation agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves an annexation agreement with National Electrical Contractors' Association ("Owner") to consider the annexation of property located at 6405 Canadian Cross Drive. The Mayor and City Clerk are hereby authorized to execute the annexation agreement, which shall be located in the Office of the City Clerk, on behalf of the City of Springfield.

Section 2: That the Office of the City Clerk is hereby directed to record this ordinance, agreement and any easement, if applicable, with the Sangamon County Recorder of Deeds.

S:\WPDOCS\Ordinances\Public Works\2024\Annexation\Agreement\6405 Canadian Cross Drive Annexation Agreement.doc

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:

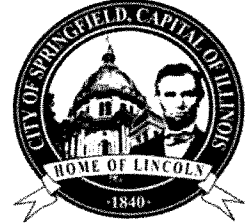
Requested by: Mayor Misty Buscher

 9/13/24

Office of Corporation Counsel / Date



**Office of Public Works
City of Springfield, Illinois
David Fuchs, Director
Rm 203, Municipal Center West
Springfield, Illinois 62701**



MEMORANDUM

TO: Kateah McMasters
Sr. Assistant Corporation Counsel

FROM: Robert D. Lowe, PLS (217) 789-2255 Ext. 5230

DATE: August 8, 2024

RE: Annexation Petition
6405 Canadian Cross Drive Springfield
National Electrical Contractors' Association

Attached is the annexation agreement signed by the petitioner. Please finalize the ordinances and place them on the agenda for council action and inform the City Clerk, if the first reading is different than I request, when to send the notifications.

REQUEST FIRST READING ON: September 3, 2024

Legal Notification Sheet

Gregory Moredock

Date: August 08, 2024

Petitioner's Name: **NECA**

Property Address: **6405 CANADIAN CROSS DR
SPRINGFIELD, IL 62711**

Legal Description

Part of the East Half of the West Half of the Northwest Quarter of Section 34, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois described as follows:

Commencing at an iron pin marking the Southwest corner of the East Half of the West Half of the Northwest Quarter of the aforementioned Section 34, thence North 00 degrees 46 minutes 52 seconds East along the West line of the East Half of the West Half of the Northwest Quarter of Section 34, a distance of 754.60 feet, thence North 88 degrees 00 minutes 13 seconds East, a distance of 315.81 feet to the true point of beginning, thence North 01 degrees 41 minutes 03 seconds West a distance of 181.51 feet to an iron pipe, thence North 87 degrees 59 minutes 51 seconds East a distance of 181.36 feet to the Westerly right of way line of F.A.I. 55 Frontage Road, thence along said line, a non-tangent curve to the right having a radius of 773.51 feet, an arc length of 26.06 feet, through a central angle of 01 degrees 55 minutes 49 seconds (Chord bearing South 01 degrees 47 minutes 14 seconds East, 26.06 feet), thence South 01 degrees 46 minutes 38 seconds East along said right of way line, 155.35, thence South 87 degrees 57 minutes 18 seconds West a distance of 181.66 feet to the point of beginning containing 0.756 acres.

Public Library District: **Chatham**

Fire Protection District: **Chatham**

Township & Commissioner: **Woodside - Brad Miller**

Attorney: **Corporation Counsel
City of Springfield
Room 101, Municipal Building**

Electors: **0**

Return To:

City of Springfield, IL
Attn: City Clerk
Municipal Center West
300 S. Seventh St.
Springfield, IL 62701-1680

ANNEXATION AGREEMENT

THIS AGREEMENT, is made by and between **ILLINOIS CHAPTER NATIONAL ELECTRICAL CONTRACTORS' ASSOCIATION** ("Owner(s)") and **CITY OF SPRINGFIELD, ILLINOIS**, ("City"), an Illinois Municipal Corporation, and is effective this _____ day of _____, 2024.

WHEREAS, the City is a home rule unit as defined in Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, pursuant to Section 11-15.1-1 of the Illinois Municipal Code, the City has the power to enter into annexation agreements; and

WHEREAS, ILLINOIS CHAPTER NATIONAL ELECTRICAL CONTRACTORS' ASSOCIATION, are the owner(s) of record of a tract of Land consisting of approximately 0.756 acres (irregularly shaped parcel) located at 6405 Canadian Cross Drive, Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel No.: 22-34.0-100-031, being more particularly described in the annexation plat attached hereto as Exhibit A, and hereinafter referred to as the "Land"; and

WHEREAS, the Land is contiguous to the corporate limits of the City; and

WHEREAS, it is the mutual desire of the Parties to this Agreement that the Land described in Exhibit A be annexed to the City on the terms and conditions set forth herein; and

WHEREAS, the Owner(s) have submitted to the City a petition for annexation of the Land described on Exhibit A.

WHEREAS, a public hearing was held on _____, 2024, as required by law.

WHEREAS, the Parties to this Agreement desire to enter into a binding agreement, with respect to the annexation of the Land described in Exhibit A and to provide for the performance of other conditions and matters, pursuant to the provisions of 65 ILCS 5/11-15.1, et seq.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this agreement, the Parties agree as follows:

Section 1. Annexation

The City agrees to adopt an ordinance to cause the Land described in Exhibit A to be validly annexed to the City upon completion of the current construction on the Land and the issuance of a certificate of occupancy from Sangamon County.

Section 2. Permits and Approvals

This Agreement does not abrogate or supersede any applicable ordinance or regulation to obtain permits, licenses, inspections or approvals. Notwithstanding the foregoing, the City acknowledges and agrees that the current construction on the Land was permitted by Sangamon County and shall comply with all applicable ordinances or regulations of Sangamon County for said construction until such time that Sangamon County issues a certificate of occupancy. After the issuance of a certificate of occupancy by Sangamon County, all future construction work, repairs, alterations, modifications, additions, or demolition shall comply with the requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto.

Section 3. Improvements

The Owner(s) agree that at the time public sidewalks are extended to the Land, the Owner(s) shall install public sidewalks along that portion of Canadian Cross Drive bordering the Land as it exists at the time of execution of this Agreement by the Owner(s). Any right of way dedication shall not affect Owner(s)' obligations herein. Such public sidewalks shall be installed by the Owner(s) at the expense of the Owner(s) and in accordance with all requirements of the City Code.

Section 4. Water Service

The Owner(s) agree to apply for a water main extension in accordance with Chapter 52 of the 1988 City Code of Ordinances, as amended. In order for the City to provide such service, the Owner(s) agree to execute any necessary easements and permits for the water main extension. The Owner(s) agree to pay all costs of the water system additions to be installed, and to post adequate security with the City in accordance with Section 52.12 of the 1988 City Code of Ordinances, as amended. The Owner(s) agree to connect to the City water system and to pay all standard fees and tariffs to do so.

The Land does not have frontage on a water main owned and operated by the City, but the City has a 10-inch water main at Hoecheater Road. The Owner(s) shall be permitted to connect to said municipal water mains for the purpose of extending mains through the property to be annexed. All costs are to be the responsibility of the Owner(s). The Owner(s) agree that said extended water main shall be the exclusive property of the City of Springfield and be subject to the exclusive control of the City. The City shall maintain and keep in good repair such extended water main.

The Owner(s) further agree that the City has sole authority to determine if other persons or entities shall be granted permission to tap onto said water main or to supply water from these extensions to property not owned by the Owner(s), and further that said permission will ordinarily be governed by the then existing water policies of the City.

If the Springfield Fire Department determines that additional fire hydrant(s) are required to protect the proposed development, the owner(s) will pay for the cost of installation.

The Owner(s) agree that in the event any condition or covenant contained in this Agreement should be now or hereinafter violated, then, in addition to any other remedies available to the City, the City may after providing a ten-day written notice to the Owner(s), terminate the water service to the Land. The Owner(s) agree that all general rules and regulations of the City regarding water service as may be adopted from time to time by the City, shall be complied with and all charges for water paid. Nothing herein contained shall pertain to, alter or change the right of the City to make reasonable rules, regulations, or policies concerning size, materials, location of water mains, and water taps on its water system.

Section 5. Electric Service and Street Lights

In the event the Land is either: 1) subdivided as defined in the City of Springfield Code of Ordinances, 1988, as amended or 2) redeveloped, the Owner(s) agrees to enter into a contract for electrical service as defined by Chapter 50 of the 1988 City Code of Ordinances, and agrees to the following design standards for the installation of utilities:

- A. Electric, telephone and cable TV should be installed in a joint trench;
- B. The installation of all electric cables under roadways shall be installed within a 12" conduit system with proper ball markers at each side of the pavement;
- C. The installation of all utilities shall be along the roadways, not in the rear of lots;
- D. Owner(s) shall provide the City with drawings in electronic format, preferably AutoCAD, depicting the exact locations of all utilities installed by the Owner(s) or their contractors.

The City shall install street lighting in accordance with Chapter 50 of the 1988 City Code of Ordinances, as amended. Owner(s) agree and acknowledge that if such street lighting is installed per Chapter 50, such street lighting may not be operational until after the necessary electrical facilities are installed to energize it.

When electrical service to the Land is required, Owner(s) shall obtain, at their cost, any and all easements necessary to serve the Land. Owner(s) shall then assign said easements to the City, at no cost, so that electrical facilities may be installed to serve the Land. The easements shall be in a form acceptable to the City.

Section 6. Utility Easements

Owner(s) agree that they shall convey at no cost to the City such utility easements as may be required to serve the Land and to allow the City to extend such service to adjacent land.

Section 7. Sanitary Sewer

The Land is located within the Springfield Metro Sanitary District. In coordination with the Springfield Metro Sanitary District, the Owner(s) agree to extend sewer service to the Land at its cost, and to construct a sewage collection system within the Land in accordance with the City's Subdivision Ordinance.

Section 8. Storm Water Management

The Owner(s) agree to follow all City Ordinances and Standards regarding storm water management with respect to development of the Land.

Section 9. Notices

All notices and other communications required under this Agreement shall be in writing and delivered either personally or by certified mail, with postage prepaid, to the Parties at the following addresses (or such other addresses as may be designated by the Parties from time to time):

To the City at:
City of Springfield, Illinois
Attn: City Engineer
Room 210 Municipal Center West

To Owner(s):
Illinois Chapter National Electrical Contractors' Assoc.
C/O Sorling Northrup
Attn: Lisa A. Petrilli

300 S. 7th Street
Springfield, IL 62701
Facsimile: (217) 789-2109

P.O. Box 5131
Springfield, IL 62705

With a copy to:

Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, IL 62701
Facsimile: (217) 789-2397

Section 10. Time

Time shall be of the essence in this Agreement.

Section 11. Power to Execute

The Owner(s) as well as the President and Secretary or other officer of any corporate owner, or Trustee, or other Party hereto, warrant that they are authorized to execute this Agreement. The Mayor and City Clerk warrant that they have been authorized by the City Council to execute this Agreement on behalf of the City. This agreement is binding on the City only upon authorization of two-thirds (2/3) majority vote of the corporate authorities, defined as the Mayor and the Aldermen, and upon compliance with the provisions set forth in the Illinois Municipal Code, 65 ILCS 5/11-15.1 *et seq.*, and as further amended.

Section 12. Recording

A copy of this Agreement shall be recorded in the Office of the Sangamon County Recorder of Deeds by the City within thirty (30) days of the execution of this Agreement.

Section 13. Binding Effect

This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This Agreement and all provisions shall be a covenant running with the Land described in Exhibit A and shall be effective for 20 years from the effective date.

Section 14. Waiver

Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

Section 15. Continuity of Obligations

Notwithstanding any provision of this Agreement to the contrary, the Owner(s) or their successor and assigns shall at all times during the term of this Agreement remain liable to City for the faithful performance of all obligations imposed on the Owner(s) or their successor and assigns by this Agreement until such obligations have been fully performed or until City, at its sole option, has otherwise released the Owner(s) or their successor and assigns from any or all of such obligations.

Section 16. Remedies

Upon a breach of this Agreement, the City, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both, or may obtain rescission for repudiation or material failure of performance. Notwithstanding the forgoing, before the failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining Party within thirty (30) days of receipt of such notice. Owner(s) hereby waive any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

Section 17. Indemnification

Owner(s) shall indemnify and save harmless City against any and all damage to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless City from any and all claims, demands, suits, actions or proceedings of any kind or nature of or by anyone in connection with this Agreement.

Section 18. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, expressed or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

Section 19. Severability

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 20. Force Majeure

If performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay. As a condition precedent to such a time extension, the Party seeking protection under this Section shall provide notice to the other Party within fourteen (14) days from the event causing the delay.

Section 21. Code of Ordinances

All requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto, shall apply to the Land and to this Agreement. In the event any provisions of the Code are in direct conflict with any provisions of this Agreement, the provisions of this Agreement shall control.

Section 22. Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. The City and Owner(s) voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Owner(s). By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section as written evidence of the consents, waivers and agreements of the parties set forth in this Section.

NOW THEREFORE, this Agreement is entered into on the day and year first written above.

CITY OF SPRINGFIELD, ILLINOIS
an Illinois municipal corporation

By: _____
Mayor

ATTEST: _____
City Clerk

OWNER
ILLINOIS CHAPTER NATIONAL ELECTRICAL CONTRACTORS' ASSOCIATION

By: Billy J. Serbousek

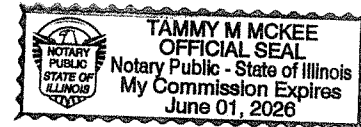
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Billy Serbousek, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of July, 2024.

Tammy M. McKee
Notary Public

S:\Agreements\ANNEXATIONS\6405 Canadian Cross drive.doc



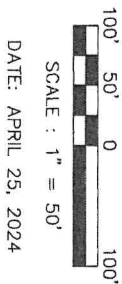
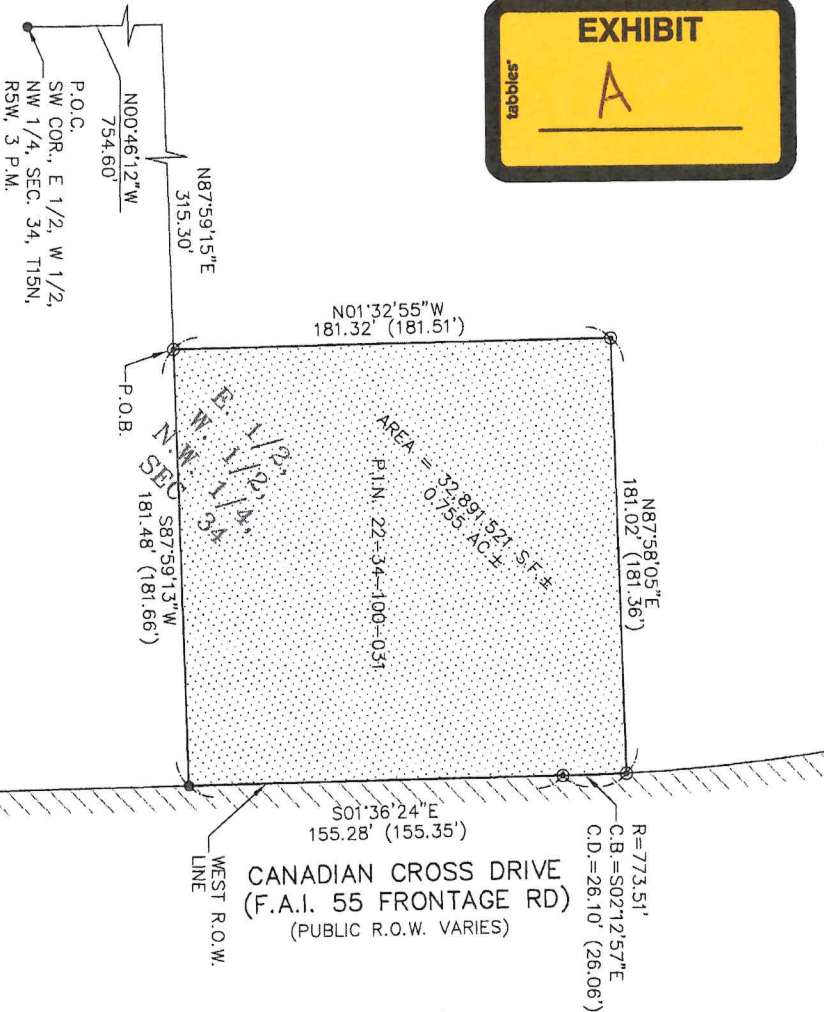
OWNER: ILLINOIS CHAPTER NATIONAL
ELECTRICAL CONTRACTORS' ASSOC.
c/o NECA
3900 PINTAIL DR., SUITE B
SPRINGFIELD, ILLINOIS 62711

WOODSIDE TOWNSHIP
P.L.N. 22-34-10-031

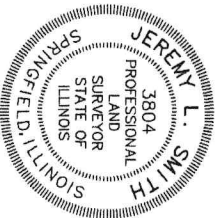
PLAT OF ANNEXATION
(PER DOCUMENT NUMBER 2023R11109)

Part of the East Half of the West Half of the Northwest Quarter of Section 34, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois described as follows:
Commencing at an iron pin marking the Southwest corner of the East Half of the West Half of the Northwest Quarter of the aforementioned Section 34, thence North 00 degrees 46 minutes 52 seconds East along the West line of the East Half of the Northwest Quarter of Section 34, a distance of 754.60 feet, thence North 88 degrees 00 minutes 13 seconds East, a distance of 315.81 feet to the true point of beginning, thence North 01 degrees 41 minutes 03 seconds West a distance of 181.51 feet to an iron pipe, thence North 87 degrees 59 minutes 51 seconds East a distance of 181.36 feet to the Westerly right of way line of F.A.I. 55 Frontage Road, thence along said line, a non-tangent curve to the right having a radius of 773.51 feet, an arc length of 26.06 feet, through a central angle of 01 degrees 55 minutes 49 seconds (Chord bearing South 01 degrees 47 minutes 14 seconds East, 26.06 feet), thence South 01 degrees 46 minutes 38 seconds East along said right of way line, 155.35, thence South 87 degrees 57 minutes 18 seconds West a distance of 181.66 feet to the point of beginning containing 0.756 acres.

MEEC
MARTIN ENGINEERING COMPANY
of Illinois
CONSULTING ENGINEERS AND SURVEYORS
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556
3695 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone: (217) 698-4900, Fax: (217) 698-8922, E-Mail: meecma@martinengineeringco.com



DATE: APRIL 25, 2024



- LEGEND**
- - FOUND IRON PIN
 - - FOUND PIPE
 - EXISTING LIMITS OF THE CITY OF SPRINGFIELD
 - LIMITS OF AREA BEING ANNEXED TO THE CITY OF SPRINGFIELD

FIELD WORK COMPLETED APRIL, 2024.

BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83 - ILLINOIS WEST ZONE, U.S. SURVEY FEET).

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17167C0410F, (EFFECTIVE DATE: AUGUST 02, 2007).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."
SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT, IN THE MONTH OF APRIL, 2024, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY, AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804
DATE SIGNED: APRIL 25, 2024
LICENSE EXP. DATE: NOV. 30, 2024

ORDINANCE FACT SHEET

Department Information

Office Requesting: **Public Works**

Staff Member: **Robert Lowe**

Date: **August 08, 2024**

First Reading: **9/3/2024**

Emergency Passage: **N**

Type of Ordinance: **Annexation Agreement**

Annexation Information

Petitioner Name: **NECA**

Property Address: **6405 CANADIAN CROSS DR**

Number of electors residing at property: **0**

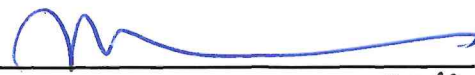
Are the petitioners the only electors: **Y**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **Y**

 8 Aug 24

Director, Public Works/City Engineer

 _____
Mayor *OFM*

Director, OBM

2024-000

**A RESOLUTION FOR TEMPORARY CLOSURE OF A PORTION OF
ILLINOIS STATE ROUTE 97 (JEFFERSON STREET FROM 5TH TO 9TH
STREETS) FOR THE ANNUAL HALLOWEEN PARADE TO BE HELD
ON OCTOBER 26, 2024, 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 Parent Place is sponsoring its annual Halloween Parade, which will be held on October 26, 2024;

WHEREAS, the parade route will travel West down Jefferson Street, South down 5th Street, East on Capitol Street, North on 6th Street and East on Washington Street; and

WHEREAS, Jefferson Street is State highway 97; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation (IDOT) to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

Section 1: That permission to close Jefferson Street from 5th to 9th Streets on October 26, 2024 from 4:30 PM – 10:00 PM, be requested from the Illinois Department of Transportation and the City shall close the streets along the parade route under its jurisdiction.

Section 2: That traffic from that closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Illinois Department of Transportation and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.)

Section 3: That the Halloween Parade sponsors (hereinafter “Event Sponsor”) assume full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

Section 4: That police officers, flaggers, and officials shall, at the expense of the Halloween Parade, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

Section 5: That police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

Section 6: That all debris shall be removed by the Event Sponsors prior to reopening the State Highway.

Section 7: That the use of signs, flags, barricades, etc. shall be in accordance with Illinois Department of Transportation rules and regulations.

Section 8: That the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

Section 9: That an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersection highways pursuant to conditions noted above.

Section 10: That the Event Sponsors hereby agree to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

Section 11: That the Event Sponsors shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insureds and which protects them from all claims arising from the requested road closing.

Section 12: That a copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

Section 13: That this resolution 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

 9/12/24
Office of Corporation Counsel



Legend

-  Detour 1
-  Detour 2
-  Parade



Parade Route Map

1 inch = 800 feet

Prepared:
February, 2014



FOR REFERENCE PURPOSES ONLY
THE FINAL JUDGMENT OF SUITABILITY
FOR ANY SPECIFIC APPLICATION IS THE
SOLE RESPONSIBILITY OF THE END USER

PORTIONS OF THIS DATA MAY HAVE BEEN
PROVIDED BY SANGAMON COUNTY

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 9/17/24

OFFICE REQUESTING: Public Works

CONTACT PERSON: TJ Heavisides

PHONE NUMBER: 789-2255

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:

Resolution requesting the temporary closure of a portion of Illinois State Routes 97 and 29 (Jefferson Street from 5th to 9th) for the annual Halloween parade on 10/26/2024.

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #s _____

☐ Low Bid

☐ Other: _____

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: 5 SEP 24

COMMENTS

Request is for the annual Halloween parade 10/26/24; 4:30 pm to 10 pm. Parade will start at 9th and Jefferson west to 5th, south to Monroe St., east to 6th, north to Washington, disbanding between 7th and 9th on Washington.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

2024-386

A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$39,500.00 MAY BE USED FOR THE CITY'S SHARE FOR PLANNING WORK OUTLINED IN THE UNIFIED PLANNING WORK PROGRAM AS REQUIRED BY THE 1962 FEDERAL AND HIGHWAY ACT (SATS – SPRINGFIELD AREA TRANSPORTATION STUDY) MFT SECTION 24-00300-00-ES, AS AMENDED, 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 has approved an Agreement with the Springfield-Sangamon County Regional Planning Commission for the performance of work under the Unified Planning Work Program; and

WHEREAS, the City anticipates using Motor Fuel Tax funds in the amount of \$39,500.00 for the City's share for planning work outlined in the Unified Planning Work Program as required by the 1962 Federal and Highway Act (SATS – Springfield Area Transportation Study, MFT Section 24-00300-00-ES; 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 as outlined in the 2024 Technical Work Program as required by the 1962 Federal and Highway Act (SATS – Springfield Area Transportation Study).

Section 2: That the proposed improvements will be designated as City Section 24-00300-00-ES.

Section 3: That the City anticipates using \$39,500.00 for the improvements under the 2024 Technical Work Program 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

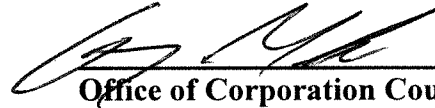
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 1 9/13/24

Office of Corporation Counsel/Date



District	County	Resolution Number	Resolution Type	Section Number
6	Sangamon		Original	24-00300-00-ES

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Springfield Illinois that there is hereby appropriated the sum of Thirty nine thousand
Name of Local Public Agency
five hundred Dollars (\$39,500.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
07/01/24 to 06/30/25
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Springfield
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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 of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

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 _____
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

APPROVED

Regional Engineer Signature & Date
Department of Transportation

--

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-39
DATE OF 1ST READING: 9/17/24

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: FISCAL IMPACT: none

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

SUGGESTED TITLE:

A RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS TO PAY THE COST OF PLANNING WORK AS OUTLINED IN THE TECHNICAL WORK PROGRAM AS REQUIRED BY THE 1962 FEDERAL AID HIGHWAY ACT (SATS - SPRINGFIELD AREA TRANSPORTATION STUDY) MFT SECTION 24-00300-00-ES, AS AMENDED, FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: N/A

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: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

This resolution informs IDOT that the City is using MFT funds to pay the City's share (\$39,500.00) for planning work.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2024 FORD F-250 FROM
LANDMARK FORD, INC. IN AN AMOUNT NOT TO EXCEED \$65,655.00 UNDER
STATE CONTRACT #BOSS-4-B-23568, 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-250 from Landmark Ford, Inc. under State Contract #BOSS-4-B-23568, in the amount not to exceed \$65,655.00; 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 #BOSS-4-B-23568.

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-250 from Landmark Ford, Inc. under State Contract #BOSS-4-B-23568, in the amount not to exceed \$65,655.00 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 \$65,655.00 as follows:

ACCOUNT NUMBER	AMOUNT
095-110-WORK-24GO-1503	\$65,655.00

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

PASSED: _____, 2024

SIGNED: _____, 2024

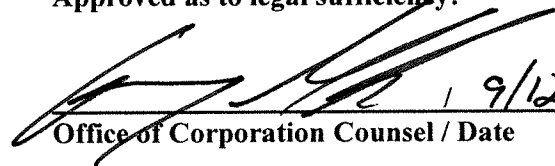
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/12/24
Office of Corporation Counsel / Date

Quote

Landmark Ford Inc.

You Always Do Better At Landmark

2401 Prairie Crossing Drive
Springfield, IL. 62711
Phone: 217 862 5253
Fax: 217 862 5316

DATE: Sept. 3,2024

Quote For: Springfield Public works

2024 Ford F-250 state contract # B-23568	\$41,640.00
4x4 option	2,751.00
Super-cab option	2,250.00
Snowplow prep package	460.00
Exterior back-up alarm	140.00
Cab steps super-cab	370.00
Extra heavy alternator	85.00
Spray-in liner for bed	595.00
Rustproof/undercoat	489.00
Strobe lights front and rear	895.00
Extra key no remote	145.00
Lic & Title M-Plate	175.00
110v/400 watt outlet	75.00
Liftgate 1300lb capacity	5,385.00
Western 9' pro plus plow	9,250.00
LED Plow lights in lieu of halogen	950.00
	\$65,655.00
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	
Sub total	65,655.00
OTHER	
TOTAL	\$65,655.00

2024-388



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

MEMORANDUM

TO: Matt Gairani
Office of Public Works

FROM: Mike Lesko, Purchasing Agent

DATE: September 3, 2024

SUBJECT: Joint Contract Purchasing Determination

I have reviewed the Ordinance Fact Sheet with Landmark Ford Inc., for the purchase of a new Ford F250 at a unit cost of \$65,655.00 for the Office of Public Works.

The State of Illinois Joint Purchasing Contract Number is #BOSS-4-B-23568.

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 the State of Illinois Master Contract available for joint purchasing.

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

9/17/2024

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: \$65,655.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2024 FORD F250 FROM LANDMARK FORD INC. IN AN AMOUNT NOT TO EXCEED \$65,655.00.00 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: \$65,655.00

(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	095	110	WORK	24GO	1503	\$ 76,232.00
2						
3						
4						

\$65,655.00

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance authorizes the purchase of a new 2024 Ford F-250 under State Contract Pricing. This truck will take the place of truck #37.

SIGN OFF:

(Mayor's Signature)

GEM

(Director of OBM)

AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO 2023 FORD F-150 PICKUP TRUCKS FROM MORROW BROTHERS FORD, INC. IN AN AMOUNT NOT TO EXCEED \$94,482.00 UNDER STATE CONTRACT #21-416CMS-BOSS4-P-29479, 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 two 2023 Ford F-150 Pickup Trucks from Morrow Brothers Ford, Inc. under State Contract #21-416CMS-BOSS4-P-29479, in the amount not to exceed \$94,482.00; 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 #21-416CMS-BOSS-P-23568.

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 two 2023 Ford F-150 Pickup Trucks from Morrow Brothers Ford, Inc. under State Contract #21-416CMS-BOSS4-P-29479, in the amount not to exceed \$94,482.00 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 Morrow Brothers Ford, Inc. (0MOR4945) an amount not to exceed \$94,482.00 as follows:

ACCOUNT NUMBER	AMOUNT
094-110-WORK-24GO-1503	\$94,482.00

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

 9/12/24
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 28, 2024

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to Morrow Brothers Ford, Inc., for the purchase of two (2) new 2023 Ford F-150 pick-ups in an amount not to exceed \$94,482.00 for the Office of Public Works.

The State Joint Purchasing Contract Number is 21-416CMS-BOSS4-P-29479.

Pursuant to Article 38.50 (1) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made off of a State of Illinois contract available for joint purchasing.



MORROW BROTHERS FORD, INC.

FORD FOR IV GENERATIONS
1242 MAIN ST. - GREENFIELD, IL 62044
Phone: 217-368-3037 Fax: 217-368-3517

MOTOR VEHICLE PURCHASE
AGREEMENT/BILL OF SALE

DATE: 08/27/24

TAX FORM NO.

SOLD TO: City of Springfield Public Works

YEAR	MAKE	NEW/ USED	STOCK NO.	SERIAL NO.	KEY NO.
------	------	--------------	-----------	------------	---------

ADDRESS: 300 South 7th Street 210
Springfield, IL 62701

2023	FORD	F150	MSM	10662	1177N1B62F076305	154461
6KT-CAB XL 4x4						
Salesman: Jeff S. Walden Jr.						

PHONE: (217) 789-2235

FIN CODE: 0A368

P.O. NO.:

Pricing Includes:

Louver Grip Boards \$ 590.00
Trailer Hitch w/ Tow Bar \$ 990.00
Wheel 4 Corner LED Amber \$ 890.00
White Quick w/ LED Amber \$ 890.00
Bc

PLEASE PAY FROM THIS INVOICE - NET 10 DAYS

SETTLEMENT

CASH PRICE OF VEHICLE	\$	47,016.00
LESS TRADE-IN ALLOWANCE	\$	N/A
DIFFERENCE	\$	47,016.00
DOC FEE	\$	52.00
SALES TAX	\$	N/A
LICENSE & TITLE	\$	172.00
DELIVERY	\$	N/A
SERVICE CONTRACTS	\$	N/A
PAYOFF	\$	N/A
REBATE	\$	N/A
DEPOSIT	\$	N/A
CASH ON DELIVERY	\$	47,291.00
AMOUNT FINANCED AT	\$	N/A

TRADE-IN

YEAR	MAKE	MODEL	BODY TYPE	MILEAGE
------	------	-------	-----------	---------

VIN NO	COLOR
--------	-------

LIENHOLDER'S NAME & ADDRESS	ACCT NO.	PAYOFF DATE
-----------------------------	----------	-------------

N/A

BUYER'S SIGNATURE _____

DATE 08/27/24

2024-389



MORROW BROTHERS FORD, INC.

FORD FOR IV GENERATIONS
1242 MAIN ST. - GREENFIELD, IL 62044
Phone: 217-368-3037 Fax: 217-368-3517

MOTOR VEHICLE PURCHASE
AGREEMENT/BILL OF SALE

DATE: 08/27/24

TAX FORM NO.

SOLD TO: City of Springfield Public Works

ADDRESS: 300 South 7th Street 210
Springfield, IL 62701

PHONE: (217) 789-2255

2023 FORD F150 NEW 10946 1FTFX1B53PWS02454 88666

Salesman: Jeff S. Walden Jr.

FIN CODE: QN066

P.O. NO.:

Pricing Includes:

- Luvane Grip Bands \$90.00
- Trailer Hitch w/ 7 way plug \$90.00
- Wheel Corner Leo Amber \$890.00
- Wheel QuikFit w/ KILLED Amber Bar \$890.00

TRADE-IN

YEAR MAKE MODEL BODY TYPE MILEAGE
VIN NO COLOR

LIENHOLDER'S NAME & ADDRESS ACCT NO. PAYOFF DATE
N/A

BUYER'S SIGNATURE

PLEASE PAY FROM THIS INVOICE - NET 10 DAYS

SETTLEMENT

CASH PRICE OF VEHICLE	\$ 47,026.00
LESS TRADE-IN ALLOWANCE	\$ N/A
DIFFERENCE	\$ 47,016.00
DOC FEE	\$ 52.00
SALES TAX	\$ N/A
LICENSE & TITLE	\$ 173.00
DELIVERY	\$ N/A
SERVICE CONTRACTS	\$ N/A
PAYOFF	\$ N/A
REBATE	\$ N/A
DEPOSIT	\$ N/A
CASH ON DELIVERY	\$ 47,241.00
AMOUNT FINANCED AT	\$ N/A

2024-389

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

9/17/2024

OFFICE REQUESTING: Public WorksCONTACT PERSON: Matt GairaniPHONE NUMBER: 217 789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: State ContractFISCAL IMPACT: \$94,482.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO 2023 FORD F-150 PICKUP'S FROM MORROW BROTHERS FORD, INC. IN AN AMOUNT NOT TO EXCEED \$94,482.00 UNDER STATE CONTRACT #21-416CMS-BOSS4-P-29479 FOR THE OFFICE OF PUBLIC WORKS.

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

State Contract # 21-416CMS-BOSS4-P-29479

Quotes - Morrow Brothers

CONTRACTOR / VENDOR NAME: Morrow Brothers Ford, Inc.VENDOR NO: 0MOR4945CONTRACT TERM: _____ CONTRACT # 21-416CMS-BOSS4-PChange in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$94,482.00

(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
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
2	094	110	WORK	24GO	1503	\$94,482.00
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

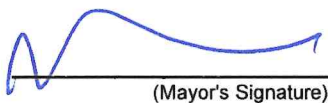
CITY PURCHASING AGENT: _____

Date: _____

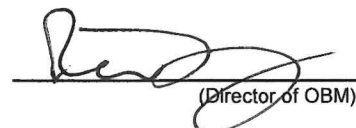
COMMENTS

This ordinance is for authorization to purchase two F-150 pickup trucks, One for the City Garage and the other for Engineering.

SIGN OFF:


(Mayor's Signature)

GEM


(Director of OBM)

8/28/24

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION FOR THE PERFORMANCE OF TRANSPORTATION WORK UNDER THE UNIFIED PLANNING WORK PROGRAM FROM JULY 1, 2024, THROUGH JUNE 30, 2025, IN AN AMOUNT NOT TO EXCEED \$39,500.00 (MFT SECTION NO. 24-00300-00-ES) 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 Illinois Department of Transportation is mandated by law to develop transportation plans and programs in cooperation with federal, state and local agencies; and

WHEREAS, Section 104(f) of Title Twenty Three U.S.C. has authorized funding through the State of Illinois to carry out Section 134 of Title Twenty Three U.S.C.; and

WHEREAS, to receive federal funds for road projects, all municipalities are required to perform certain planning duties through our Metropolitan Planning Organization (MPO); and

WHEREAS, the Springfield-Sangamon County Regional Planning Commission ("Planning Commission") is the MPO for the City of Springfield; and

WHEREAS, the Planning Commission and the City of Springfield, through its Office of Public Works, have agreed to accept the responsibility for street and highway planning activities as indicated in the PY-2025 Unified Planning Work Program; and

WHEREAS, the estimated cost to perform the transportation planning work is \$751,857.34; and

WHEREAS, the City's share is \$39,500.00, which is 5.3% of the total cost estimated; and

WHEREAS, it is in the best interest of the City to enter into a Planning Year 2025 Transportation Planning Agreement with and authorize payment in the amount of \$39,500.00 to the Springfield/Sangamon County Regional Planning Commission; and

WHEREAS, a copy of the Planning Year 2025 Transportation Planning Agreement for July 1, 2024, through June 30, 2025, shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of the Planning Year 2025 Transportation Planning Agreement with the Springfield - Sangamon County Regional Planning Commission from July 1, 2024, through June 30, 2025. The Mayor and City Clerk are authorized to execute the Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to the Springfield-Sangamon County Regional Planning Commission (OSPR 5700) in an amount not to exceed \$39,500.00 from July 1, 2024, through June 30, 2025, from account number 041-110-GAST-STRS-2306 in accordance with the terms of the Agreement.

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

PASSED: _____, 2024

SIGNED: _____, 2024

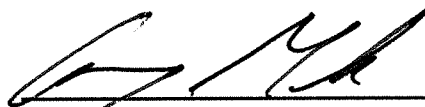
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 , 9/12/24

Office of Corporation Counsel / Date

**PLANNING YEAR 2025
TRANSPORTATION PLANNING AGREEMENT
(July 1, 2024 - June 30, 2025)**

THIS AGREEMENT is made and entered into as of the final date of signature below by and between the Springfield-Sangamon County Regional Planning Commission, hereinafter called the **PLANNING COMMISSION** and the City of Springfield, a municipal corporation of the State of Illinois, hereinafter called the **CITY**, for regional transportation planning and related activities in Sangamon County, Illinois and particularly in the designated Metropolitan Planning Area of this county.

WITNESSETH THAT:

WHEREAS, The Illinois Department of Transportation is mandated by law to develop transportation plans and programs in cooperation with Federal, State, and local agencies, and

WHEREAS, Section 104(f) of Title Twenty Three U.S.C. has authorized through the State of Illinois, funding to carry out Section 134 of Title Twenty Three U.S.C., and

WHEREAS, the State of Illinois shall make this federal funding available to the metropolitan planning organization responsible for carrying out the urban transportation planning requirements as set forth in Section 134 of Title Twenty Three U.S.C., and

WHEREAS, the Governor of the State of Illinois has designated the **PLANNING COMMISSION** as the metropolitan planning organization for the Metropolitan Planning Area of Springfield, Illinois, and

WHEREAS, the Illinois Department of Transportation, the **PLANNING COMMISSION** and the **CITY** have determined a need for continuing the transportation planning process in the Metropolitan Planning Area, and

WHEREAS, the **PLANNING COMMISSION** and the **CITY**, Office of Public Works have agreed to accept the responsibility for street and highway planning activities as indicated in the PY-2024 Unified Planning Work Program, and

WHEREAS, the Springfield Area Transportation Study Committees and the **PLANNING COMMISSION** have reviewed and approved the **PLANNING COMMISSION'S** estimated cost of Seven Hundred Fifty-One Thousand Eight Hundred Fifty-Seven Dollars and Thirty-Four Cents (\$751,857.34) for July 1, 2024 through June 30, 2025 to perform the transportation planning work as indicated in the PY-2025 Unified Planning Work Program; and

WHEREAS, the total cost of performing this transportation planning work is to be shared in the ratio of 70.70% Federal, 11.80% local and 17.70% State Match Assistance Funds; and

WHEREAS, 5.30% of the total cost, which is estimated at Thirty-Nine Thousand Five Hundred Dollars and Zero Cents (\$39,500.00) to be used towards creating a regional Sangamon County Highway Safety Plan will be funded by the **CITY'S** Motor Fuel Tax Funds.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The **PLANNING COMMISSION** hereby agrees to perform the transportation planning work indicated in the PY-2025 Unified Planning Work Program.

The CITY agrees to participate in the continuing transportation planning process as set forth in the PY-2025 Unified Planning Work Program.

2. The CITY agrees to pay, per quarterly invoices, the **PLANNING COMMISSION** 5.30% of the actual cost for the street and highway planning work as indicated in the PY-2025 Unified Planning Work Program.
3. The CITY agrees to pass a resolution appropriating sufficient Motor Fuel Tax Funds to pay its share of the transportation planning work. The cost to the CITY shall not exceed at Thirty-Nine Thousand Five Hundred Dollars and Zero Cents (\$39,500.00). This Agreement does not authorize an expenditure of CITY funds in excess of the amount authorized by the Springfield City Council (the "Council"), unless the Council specifically approves an additional expenditure. **PLANNING COMMISSION** 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 Council.
4. The CITY hereby designates the work as Section 23-00300-00-ES for the purpose of its records and for the purpose of communication with the **PLANNING COMMISSION** and the Illinois Department of Transportation.

IN WITNESS WHEREOF, this agreement shall be binding upon the parties hereto, their successors and assigns.

Executed by the **PLANNING COMMISSION** the _____ day of _____, 2024.

SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION

Molly Berns,
Executive Director

Executed by the CITY the _____ day of _____, 2024.

CITY OF SPRINGFIELD

ATTEST: _____
Frank Lesko, City Clerk
City of Springfield

Misty Buscher, Mayor *GBM*
City of Springfield

2024-390

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-38
DATE OF 1ST READING: 9/17/24

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: SSCRPC agreement FISCAL IMPACT: \$ 39,500.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE SPRINGFIELD/SANGAMON COUNTY REGIONAL PLANNING COMMISSION FOR THE PERFORMANCE OF TRANSPORTATION WORK UNDER THE UNIFIED PLANNING WORK PROGRAM FOR THE PERIOD COVERING JULY 1, 2024 TO JUNE 30, 2025 IN AN AMOUNT NOT TO EXCEED \$39,500.00 (MFT SECTION NO. 24-00300-00-ES) FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: Springfield/Sangamon County Regional Planning Commission VENDOR NO: 0SPR 5700

CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$39,500.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid☒ Other: SSCRPC agreementIs 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 \$ 39,500.00
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

To receive any federal funds for road projects, all municipalities are required to perform certain planning duties through our MPO (Metropolitan Planning Organization) according to Section 134 of Title 23 U.S.C. Our MPO is in the Springfield/Sangamon County Regional Planning Commission (SSCRPC). Our share this year is \$39,500.00, which is 5.3% of the total cost estimated at \$751,857.34. The type of work they perform is transportation planning work, as directed in the PY 2025 Unified Planning Work Program, a copy of which will be filed in the City Clerk's office.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING A DECREASE IN THE NUMBER OF CLASS "E" LIQUOR LICENSES BY ONE FOR HIBACHI SUSHI SUPREME BUFFET, LLC D/B/A HIBACHI SUSHI SUPREME BUFFET LOCATED AT 2309 S. MACARTHUR BOULEVARD

WHEREAS, Hibachi Sushi Supreme Buffet, LLC currently holds a Class "E" liquor license for the business known as Hibachi Sushi Supreme Buffet located at 2309 S. MacArthur Boulevard; 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 "E" 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

REQUESTED BY: Mayor Misty Buscher

Approved as to legal sufficiency:

Office of Corporation Counsel / Date 9/12/24

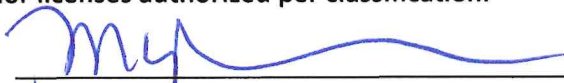
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
9/17/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Hibachi Sushi Supreme Buffet, LLC dba Hibachi Sushi Supreme Buffet		
LOCATION:	2309 S. MacArthur Blvd.		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Business Closed		

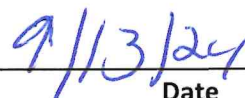
Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	1:00 a.m.
	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	1:00 a.m.
D	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 RATIFYING FY26 HEALTH INSURANCE PREMIUMS
AND THE HEALTH BENEFIT SUMMARY PLAN DESCRIPTION FOR THE
CITY OF SPRINGFIELD ACTIVE, UNION PARTICIPANTS, FOR THE
OFFICE OF HUMAN RESOURCES**

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, as negotiated by the Joint Labor/Management Health Care Committee on behalf of the active union City participants and based on projected plan costs in FY26 and the revenue necessary to fund the City's self-insured health plan, the Committee is recommending changes as summarized on attached Exhibit "A"; and

WHEREAS, it is in the best interest of the City to ratify FY26 health insurance premiums and the Health Benefits Summary Plan description for the City of Springfield active union participants as described on attached Exhibit "A."

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

Section 1: That the City Council hereby ratifies FY26 health insurance premiums and the Health Benefits Summary Plan description for the City of Springfield active union participants as described on attached Exhibit "A". That the Mayor and City Clerk are authorized to execute the any necessary documents on behalf of the City.

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

 , 9/12/24

Office of Corporation Counsel /Date



March 1, 2025

City of Springfield EMPLOYEE Active Union Premiums Per Pay Premiums based on 24 pays

The Health premiums and/or Plan provisions are subject to change based on the Plan's quarterly review

Employee <u>MEDICAL</u> Premiums <i>(increased rates in bold)</i>			
	EMPLOYEE ONLY	FAMILY	
POINT OF SERVICE (POS)	\$89.65/ \$92.34	\$206.03/ \$212.21	WELLNESS
	\$98.62/ \$101.57	\$226.64/ \$233.43	w/o WELLNESS
HIGH DEDUCTIBLE HEALTH PLAN (HDHP)	\$ 0.00	\$145.90/ \$150.28	WELLNESS
	\$ 0.00	\$160.49/ \$165.31	w/o WELLNESS
Military (Adult Child Age 26 – 30) – POS \$302.73/HDHP \$262.54			

Employee <u>VISION</u> Premium <i>(no increases)</i>			
UNICARE/UNIVISION	EMPLOYEE ONLY	EMPLOYEE PLUS ONE	FAMILY
	\$2.70	\$4.71	\$7.52
Military (Adult Child Age 26 – 30) \$2.70			

Employee <u>DENTAL</u> Premiums <i>(increased rates in bold)</i>			
	EMPLOYEE ONLY	EMPLOYEE PLUS ONE	FAMILY
ENHANCED Dental	\$26.65/ \$27.45	\$53.39/ \$54.99	\$81.29/ \$83.73
BASIC Dental	\$15.00	\$30.02	\$45.74
Military (Adult Child Age 26 – 30) Enhanced \$27.45/Basic \$15.00			

(Monthly) <u>COBRA</u> Premiums			
	EMPLOYEE ONLY	EMPLOYEE PLUS ONE	FAMILY
POINT OF SERVICE (POS)	\$1,191.91	\$2,436.42	\$3,364.31
HIGH DEDUCTIBLE HEALTH PLAN (HDHP)	\$752.80	\$1,505.58	\$2,068.64

Vision and Dental rates remain the current rates when electing Cobra.

COBRA rates are subject to change based on the changes in the entire plan on a quarterly review. COBRA rates are based on the recommendation of an outside actuarial projection. COBRA rates reflect the entire cost of the health program and a 2% administrative fee. Participant coverage is individual and any participant has the right to cancel the beginning of any month. Coverage is up to the maximum described to you by the plan sponsor.

Premium Comparison - Union Employees

	FY11 (eff. 3/2010)	FY12 (eff. 3/2011)	FY13 (eff. 3/2012)	FY14 (eff. 3/2013)	FY15 (eff. 3/1/2014)	FY16 (eff. 3/1/2015)	FY17 (eff. 3/1/2016)	FY18 (eff. 3/1/2017)	FY19 (eff. 3/1/2018)	FY20 (eff. 3/1/2019)	FY21 (eff. 3/1/2020)	FY22 (eff. 3/1/2021)	FY23 (eff. 3/1/2022)	FY24 (eff. 3/1/2023)	FY25 (eff. 3/1/2024)	FY26 (eff. 3/1/2025)
Employee Per Pay premiums based on Wellness Screen																
Basic	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	40.15	40.36	41.68 Eliminate Plan				
Family	122.70	105.28	109.23	113.16	116.56	133.79	93.69	96.25	116.25	116.70	117.32	121.15 Eliminate Plan				
POS	61.43	52.71	54.69	56.66	58.36	66.99	79.15	73.92	73.92	74.20	74.60	77.04	87.88	88.76	88.65	92.34
Family	141.38	121.30	125.85	130.38	134.29	154.14	182.09	169.89	169.89	170.54	171.45	177.05	201.97	203.99	206.03	212.21
HDHP								55.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Single								140.31	120.31	120.77	121.41	125.38	143.02	144.45	145.90	150.28
Family																

1% increase
88.65
206.03

3% increase
92.34
212.21

Choice of plan options: March 1, 2025 SUMMARY ONLY - see Summary of Benefits in the Benefits Booklet or Plan Document for details on Employee Self Service (ESS) https://ess.springfield.il.us/	High Deductible Health Plan (HDHP) Single \$500 HSA Contribution <u>only</u> w/Wellness at LeadWell & HRA/Family \$2,250 HSA Contribution	Point of Service
Network	HealthLink/PHCS PPO	HealthLink Provider Level 1 & 2 & PHCS
Deductible (Member responsibility) Individual (Provider Level 1 & 2 / Out-of-Network) Family (Provider Level 1 & 2 / Out-of-Network)	\$3,300 \$6,600 \$6,600 \$13,200 <u>Includes</u> Medical and Rx	\$400 \$550 \$1,200 \$1,650
Coinsurance (Co-ins (%) – Member responsibility) Provider Level 1 & 2 / Out-of-Network	N/A	20% / 25% / 30%
Out-of-Pocket Max (Member responsibility) Individual (Provider Level 1 & 2 / Out-of-Network) Family (Provider Level 1 & 2 / Out-of-Network)	\$3,300 \$13,200 \$6,600 \$26,400 <u>Includes</u> Medical and Rx	\$1,400 Unlimited \$4,200 Unlimited <u>Includes</u> Medical Deductible and Medical Copays and Co-ins (%)
Physician Services (In-Network) Well Adult / Well Child Physician Office Visit Specialist Office Visit X-Rays Diagnostics Urgent Care Labs Outpatient	Plan pays 100% Deductible; then plan pays 100% Deductible; then plan pays 100% Deductible; then plan pays 100% Deductible; then plan pays 100% Deductible; then plan pays 100%	Plan pays 100% \$30 copay; deductible; then Co-ins (%) \$50 copay; deductible; then Co-ins (%) \$50 copay; deductible; then Co-ins (%) \$50 copay; deductible; then Co-ins (%) \$100 copay; deductible; then Co-ins (%)
Inpatient Hospital Deductible (& member pays co-ins (%)) (per admission) In-Network (Provider Level 1 & 2)	Deductible; then plan pays 100%	Deductible; the Co-ins (%)
Emergency Room	Deductible; then plan pays 100%	\$250 copay; deductible; then Co-ins (%)
Prescription Drugs (Retail –34 days) Generic / Formulary / Non-Formulary Note: Higher copays apply for retail 84-90 days; see full details on Employee Self Service within the Benefit Booklet.	In-Network Deductible; then pays 100% Out-of-Network: No Coverage	Rx Deductible: \$50 individual /\$150 family <u>Max out-of-pocket</u> for Rx Cost: In-Network: Rx Individual \$1,000/ Rx Family \$3,000 Out-of-Network Rx-No Coverage <u>In-Network Copays:</u> \$15 / \$25 / \$45 / \$50
Prescription Drugs (Mail Order –90 days) Generic / Formulary / Non-Formulary	In-Network Deductible; plan pays 100% Out-of-Network: No Coverage	<u>In-Network Only</u> <u>Copays:</u> \$37.50/ \$62.50 / \$112.50 (Rx Deductible and Max Rx out of pocket applies-see Rx above)
Lifetime Maximum	Unlimited	Unlimited

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

September 17, 2024

OFFICE REQUESTING: Office of Human Resources

CONTACT PERSON: Nikki Baker/Ramona Metzger

PHONE NUMBER: 217-789-2446

EMERGENCY PASSAGE: No ☒ Yes ☐

If yes, explain justification.

TYPE OF ORDINANCE:

FISCAL IMPACT: N/A

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

SUGGESTED TITLE:

AN ORDINANCE RATIFYING FY26 HEALTH INSURANCE PREMIUMS, PLAN CHANGES FOR THE HEALTH BENEFIT SUMMARY PLAN DESCRIPTION FOR THE CITY OF SPRINGFIELD ACTIVE, UNION PARTICIPANTS COVERED BY THE COLLECTIVE BARGAINING AGREEMENTS.

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

Premium Sheet/Coverage Changes and History FY26

Summary Plan Description updates

CONTRACTOR / VENDOR NAME:

VENDOR NO:

CONTRACT TERM: CONTRACT #

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ 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	Source	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

As negotiated by the Joint Labor/Management Health Care Committee on behalf of the ACTIVE, UNION City participants and based on projected plan cost in FY26 and the revenue necessary to fund the City's self-insured health plan, the Committee is recommending a 3% premium increase for the two health plans (POS and HDHP). Point of Service (POS) Single from \$89.65/\$92.34; Family \$206.03/\$212.21. High Deductible Health Plan (HDHP) Family \$145.90/\$150.28; Single \$0.00 remains unchanged. Premiums are per pay amounts for 24 pays per year. HSA Employer contributions remains the same \$500 single/\$2,250 family. HDHP In-Network Max \$3,200(s)/\$6,400(f) to \$3,300(s)/\$6,600(f). Updates to the Health Benefit Summary Plan Description will comply based on ratifications from the Joint Labor Management Health Care Committee.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2024-392

**AN ORDINANCE RATIFYING FY26 HEALTH INSURANCE PREMIUMS
AND THE HEALTH BENEFIT SUMMARY PLAN DESCRIPTION FOR THE
CITY OF SPRINGFIELD ACTIVE, NON-UNION AND NON-
ACTIVE/RETIRED PARTICIPANTS FOR THE OFFICE OF HUMAN
RESOURCES**

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, based on projected plan costs in FY26 and the revenue necessary to fund the City's self-insured health plan, the administration is recommending changes summarized on Attached Exhibits "A" and "B"; and

WHEREAS, it is in the best interest of the City to approve FY26 health insurance premiums and the Health Benefit Summary Plan Description for the City of Springfield active, non-union and non-active/retired participants as summarized on attached Exhibits "A" and "B".

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

Section 1: That the City Council hereby approves the FY26 health insurance premiums and the Health Benefit Summary Plan Description for the City of Springfield active, non-union and non-active/retired participants. That the Mayor and City Clerk are authorized to execute the any necessary documents on behalf of the City.

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

 9/12/24

Office of Corporation Counsel /Date



March 1, 2025

City of Springfield EMPLOYEE Active Non-Union Premiums Per Pay Premiums based on 24 pays

The Health premiums and/or Plan provisions are subject to change based on the Plan's quarterly review

Employee <u>MEDICAL</u> Premiums <i>(increased rates in bold)</i>			
	EMPLOYEE ONLY	FAMILY	
POINT OF SERVICE (POS)	\$89.65/ \$92.34	\$206.03/ \$212.21	WELLNESS
	\$98.62/ \$101.57	\$226.64/ \$233.43	w/o WELLNESS
HIGH DEDUCTIBLE HEALTH PLAN (HDHP)	\$ 0.00	\$145.90/ \$150.28	WELLNESS
	\$ 0.00	\$160.49/ \$165.31	w/o WELLNESS
Military (Adult Child Age 26 – 30) – POS \$302.73/HDHP \$262.54			

Employee <u>VISION</u> Premium <i>(no increase)</i>			
UNICARE/UNIVISION	EMPLOYEE ONLY	EMPLOYEE PLUS ONE	FAMILY
	\$2.70	\$4.71	\$7.52
Military (Adult Child Age 26 – 30) \$2.70			

Employee <u>DENTAL</u> Premiums <i>(increased rates in bold)</i>			
	EMPLOYEE ONLY	EMPLOYEE PLUS ONE	FAMILY
ENHANCED Dental	\$26.65/ \$27.45	\$53.39/ \$54.99	\$81.29/ \$83.73
BASIC Dental	\$15.00	\$30.02	\$45.74
Military (Adult Child Age 26 – 30) Enhanced \$27.45/Basic \$15.00			

(Monthly) <u>COBRA</u> Premiums			
	EMPLOYEE ONLY	EMPLOYEE PLUS ONE	FAMILY
POINT OF SERVICE (POS)	\$1,191.91	\$2,436.42	\$3,364.31
HIGH DEDUCTIBLE HEALTH PLAN (HDHP)	\$752.80	\$1,505.58	\$2,068.64

Vision and Dental rates remain the current rates when electing Cobra.

COBRA rates are subject to change based on the changes in the entire plan on a quarterly review. COBRA rates are based on the recommendation of an outside actuarial projection. COBRA rates reflect the entire cost of the health program and a 2% administrative fee. Participant coverage is individual and any participant has the right to cancel the beginning of any month. Coverage is up to the maximum described to you by the plan sponsor.



March 1, 2025
City of Springfield RETIREE, Non-Active
Monthly Premiums

The Health premiums and/or Plan provisions are subject to change based on the Plan's quarterly review

<u>MEDICAL</u> Plan Premiums (increased rates in bold)			
	Retiree ONLY	Retiree PLUS ONE	FAMILY
POINT OF SERVICE (POS)	\$487.18/ \$501.80	\$982.72/ \$1012.20	\$1049.50/ \$1080.99
HIGH DEDUCTIBLE HEALTH PLAN (HDHP)	\$251.24/ \$258.78	\$450.31/ \$463.82	\$514.68/ \$530.12
Military (Adult Child Age 26-30)	POS \$487.18/ \$501.80 HDHP \$251.24/ \$258.78		

Employee <u>VISION</u> Premiums (no rate increases)			
UNICARE/UNIVISION	EMPLOYEE ONLY	EMPLOYEE PLUS ONE	FAMILY
	\$5.39	\$9.41	\$15.04
Military (Adult Child Age 26 – 30) \$2.70			

Employee <u>DENTAL</u> Premiums (increased rates in bold)			
	EMPLOYEE ONLY	EMPLOYEE PLUS ONE	FAMILY
ENHANCED Dental	\$53.30/ \$54.90	\$106.77/ \$109.97	\$162.57/ \$167.45
BASIC Dental	\$30.00	\$60.04	91.47
Military (Adult Child Age 26 – 30) Enhanced \$54.90 /Basic \$30.00			

Premium Comparison - Non-Union Employees and Non-Actives and Retirees

4 - 3

	FY11 (eff. 3/2010)	FY12 (eff. 3/2011)	FY13 (eff. 3/2012)	FY14 (eff. 3/2013)	FY15 (eff. 3/1/2014)	FY16 (eff. 3/1/2015)	FY17 (eff. 3/1/2016)	FY18 (eff. 3/1/2017)	FY19 (eff. 3/1/2018)	FY20 (eff. 3/1/2019)	FY21 (eff. 3/1/2020)	FY22 (eff. 3/1/2021)	FY23 (eff. 3/1/2022)	FY24 (eff. 3/1/2023)	FY25 (eff. 3/1/2024)	FY26 (eff. 3/1/2025)
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Employee Per Pay premiums based on Wellness Screen

Basic	Single	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	40.15	40.36	41.68	Eliminate Plan			
	Family	122.70	105.28	109.23	113.16	116.56	133.79	93.69	116.25	116.70	117.32	121.15	Eliminate Plan			
POS	Single	61.43	52.71	54.69	56.66	58.36	66.99	79.15	73.92	74.20	74.60	77.04	87.88	88.76	89.65	92.34
	Family	141.38	121.30	125.85	130.38	134.29	154.14	182.09	169.89	170.54	171.45	177.05	201.97	203.99	206.03	212.21
HDHP (New FY18)	Single								55.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Family							140.31	120.31	120.77	121.41	125.38	143.02	144.45	145.90	150.28

1% increase

3% increase

Retiree Per Month**REMAINS
UNCHANGED**

Basic	Single	230.71	230.71	239.36	241.76	244.17	261.91	288.53	308.22	314.79	316.53	329.13	Eliminate Plan			
	Plus 1	502.34	502.34	521.18	526.39	531.65	570.27	628.23	671.10	685.40	689.20	716.63	Eliminate Plan			
	Family	553.07	553.07	573.81	579.55	585.34	627.86	691.67	738.86	754.60	758.78	788.98	Eliminate Plan			
POS	Single	286.36	286.36	297.10	300.07	303.07	325.08	358.12	382.56	390.71	392.87	408.51	468.30	472.99	487.18	501.80
	Plus 1	577.63	577.63	599.29	605.28	611.34	655.75	722.40	771.69	788.13	792.49	824.03	944.64	954.09	982.72	1,012.20
	Family	616.89	616.89	640.02	646.42	652.89	700.31	771.48	824.12	841.68	846.34	880.03	1,008.84	1,018.93	1,049.50	1,080.99
HDHP	Single								325.17	251.83	253.22	245.62	281.57	284.38	292.92	258.78
	Plus 1								655.94	548.32	551.36	534.82	613.10	619.23	637.84	463.82
	Family								700.50	603.68	607.02	588.81	674.99	681.73	702.49	530.12

HSA ER Reduction

3% increase

Choice of plan options: March 1, 2025 SUMMARY ONLY - see Summary of Benefits in the Benefits Booklet or Plan Document for details on Employee Self Service (ESS) https://ess.springfield.il.us/	High Deductible Health Plan (HDHP) Single \$500 HSA Contribution <u>only</u> w/Wellness at LeadWell & HRA/Family \$2,250 HSA Contribution	Point of Service
Network	HealthLink/PHCS PPO	HealthLink Provider Level 1 & 2 & PHCS
Deductible (Member responsibility) Individual (Provider Level 1 & 2 / Out-of-Network) Family (Provider Level 1 & 2 / Out-of-Network)	\$3,300 \$6,600 \$6,600 \$13,200 <u>Includes</u> Medical and Rx	\$400 \$550 \$1,200 \$1,650
Coinsurance (Co-ins (%) – Member responsibility) Provider Level 1 & 2 / Out-of-Network	N/A	20% / 25% / 30%
Out-of-Pocket Max (Member responsibility) Individual (Provider Level 1 & 2 / Out-of-Network) Family (Provider Level 1 & 2 / Out-of-Network)	\$3,300 \$13,200 \$6,600 \$26,400 <u>Includes</u> Medical and Rx	\$1,400 Unlimited \$4,200 Unlimited <u>Includes</u> Medical Deductible and Medical Copays and Co-ins (%)
Physician Services (In-Network) Well Adult / Well Child Physician Office Visit Specialist Office Visit X-Rays Diagnostics Urgent Care Labs Outpatient	Plan pays 100% Deductible; then plan pays 100% Deductible; then plan pays 100% Deductible; then plan pays 100% Deductible; then plan pays 100% Deductible; then plan pays 100%	Plan pays 100% \$30 copay; deductible; then Co-ins (%) \$50 copay; deductible; then Co-ins (%) \$50 copay; deductible; then Co-ins (%) \$50 copay; deductible; then Co-ins (%) \$100 copay; deductible; then Co-ins (%)
Inpatient Hospital Deductible (& member pays co-ins (%)) (per admission) In-Network (Provider Level 1 & 2)	Deductible; then plan pays 100%	Deductible; the Co-ins (%)
Emergency Room	Deductible; then plan pays 100%	\$250 copay; deductible; then Co-ins (%)
Prescription Drugs (Retail –34 days) Generic / Formulary / Non-Formulary <u>Note:</u> Higher copays apply for retail 84-90 days; see full details on Employee Self Service within the Benefit Booklet.	In-Network Deductible; then pays 100% Out-of-Network: No Coverage	<u>Rx Deductible:</u> \$50 individual /\$150 family <u>Max out-of-pocket for Rx Cost:</u> In-Network: Rx Individual \$1,000/ Rx Family \$3,000 Out-of-Network Rx-No Coverage <u>In-Network Copays:</u> \$15 / \$25 / \$45 / \$50
Prescription Drugs (Mail Order –90 days) Generic / Formulary / Non-Formulary	In-Network Deductible; plan pays 100% Out-of-Network: No Coverage	<u>In-Network Only</u> <u>Copays:</u> \$37.50/ \$62.50 / \$112.50 (Rx Deductible and Max Rx out of pocket applies-see Rx above)
Lifetime Maximum	Unlimited	Unlimited

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

September 17, 2024

OFFICE REQUESTING: Office of Human Resources

CONTACT PERSON: Nikki Baker/Ramona Metzger

PHONE NUMBER: 217-789-2446

EMERGENCY PASSAGE: No ☒ Yes ☐

If yes, explain justification.

TYPE OF ORDINANCE:

FISCAL IMPACT: N/A

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

SUGGESTED TITLE:

AN ORDINANCE RATIFYING FY26 HEALTH INSURANCE PREMIUMS, PLAN CHANGES FOR THE HEALTH BENEFIT SUMMARY PLAN DESCRIPTION FOR THE CITY OF SPRINGFIELD ACTIVE, NON-UNION AND NON-ACTIVE/RETIRED PARTICIPANTS.

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

Premium Rate Sheets, History and Coverage Changes for FY26

Summary Plan Description updates

CONTRACTOR / VENDOR NAME:

VENDOR NO:

CONTRACT TERM:

CONTRACT #

Change in Scope

Yes ☐No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ 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	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

Based on projected plan cost for FY26 and the revenue necessary to fund the City's self-insured health plan, the administration is recommending a 3% premium increase for the two health plans (POS and HDHP) for ACTIVE, NON-UNION employees and a 3% premium increase for the NON-ACTIVE/RETIRED participants. ACTIVE, NON-UNION premium for Point of Service (POS) single from \$89.65/\$92.34; Family \$206.03/\$212.21. HDHP Family \$145.90/\$150.28; Single \$0.00 remains unchanged. Employee premiums are per pay amounts for 24 pays per year. Non-Active/Retired premiums are monthly (see supporting documents for Non-Active/Retired premiums). HSA Employer contributions for ACTIVE, NON-UNION remain unchanged \$500 Single/\$2,250 Family. HDHP in-network out of pocket maximum from \$3,200 Single/\$6,400 Family to \$3,300 Single/\$6,600 Family. Updates to the Health Benefit Summary Plan Description will comply based on ratifications from the Joint Labor Management Health Care Committee. Updates and plan changes to the Summary Plan Description will comply.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2024-393

AN ORDINANCE RATIFYING THE EXECUTION OF AN AGREEMENT ENTITLED "TECHNICAL CORRECTION" BETWEEN THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES, AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 337 DATED MARCH 20, 2023

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

WHEREAS, on March 20, 2023 then Corporation Counsel, James Zerkle signed the "Technical Correction" agreement between the City and AFSCME 337, a copy of which is attached hereto as Exhibit A; and

WHEREAS, said agreement was not submitted to the City Council for approval by the prior administration; and

WHEREAS, being unaware of the Technical Correction and its provenance, the current administration did not implement it or submit it for Council approval; and

WHEREAS, AFSCME 337 then filed a grievance alleging the City violated its contract with the Union by not implementing the Technical Correction, arguing that the terms of the Technical Correction were intended by the parties to be a part of the contract which was adopted by the City and the Union in October, 2021 in Ordinance 2021-383, but was inadvertently omitted by both parties in the final draft; and

WHEREAS, the arbitrator in the grievance determined that the Technical Correction was not a part of the 2021 contract, but was an entirely new wage agreement between the City and the Union which was not effective unless and until it was approval by the City Council; and

WHEREAS, the arbitrator's order, a copy of which is attached hereto as Exhibit B, directed that the City submit the Technical Correction to the City Council to determine whether it should be ratified.

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

Section 1: That the City Council hereby approves and adopts the Technical Correction attached hereto as Exhibit A. The Mayor and City Clerk are hereby authorized to implement the agreement on behalf of the City of Springfield.

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

PASSED: _____, 2024

SIGNED: _____, 2024

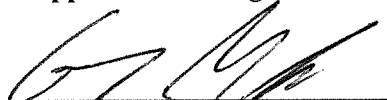
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: _____

 , 9/12/24
Office of Corporation Counsel / Date

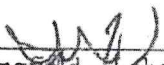
Technical Correction
The City of Springfield
And
AFSCME Council 31, Local 337



Whereas the parties entered into a Collective Bargaining Agreement for the term of October 1, 2020 through September 30, 2025; and

Whereas the parties agree that the Longevity pay for employees reaching 20 years of service was inadvertently omitted from the Agreement, the parties agree the following is correct and reflects the agreement reached between the parties:

1. Employees with 15 or more years of continuous City service will receive an additional \$0.50 an hour.
2. Employees with 20 or more years of continuous City service will receive an additional \$.75 an hour (\$1.25 additional to the base pay).
3. Employees with 25 or more years of continuous City service will receive an additional \$1.00 an hour (\$2.25 additional to the base pay).
4. Employees with 30 years or more of continuous City service will receive \$1.00 an hour (\$3.25 additional to the base pay).
5. This technical correction adding the 20 year the longevity level within the CBA shall be effective April 1, 2023 and shall not be retroactive (excluding longevity increases to specific job titles).
6. These changes be enforced no later than April 1, 2023.


City of Springfield -- Labor Relations


AFSCME Council 31, Local 337


City of Springfield -- OBM

3/20/23
Date

3-20-23
Date

In the Matter of Arbitration:

CITY OF SPRINGFIELD, ILLINOIS

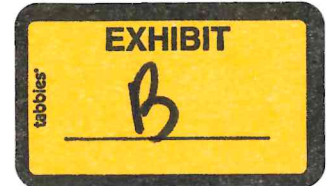
and

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
COUNCIL 31, LOCAL 337

FMCS Case No. 230810-08389

AFSCME No. 23-08-50165

Longevity Pay



BEFORE: Keith D. Greenberg, Esq., Impartial Arbitrator

APPEARANCES:

For the City:

Steven C. Rahn, Esq., Sr. Assistant Corporation Counsel

For the Union:

Scott D. Miller, Esq., Legal Counsel, AFSCME Council 31

BACKGROUND

An arbitration hearing was held in this matter on April 5, 2024. The Parties stipulated that the issue presented for decision was whether the City violated the Parties' collective bargaining agreement and the March 20, 2023 Technical Correction Memorandum of Understanding (MOU) when the City stated the MOU was not properly executed and refused to comply with its terms; and if so, to determine the appropriate remedy. The Parties presented oral closing arguments on April 16, 2024.

The City is a municipality in the State of Illinois and is the State's capital. The Union represents a bargaining unit of certain City employees, and the City and the Union enjoy a longstanding collective bargaining relationship. This matter arose under the Parties' October 1, 2020 to September 30, 2025 collective bargaining agreement ("Agreement"). The grievance concerns the Union's challenge to the City's refusal to honor an alleged agreement between the Union and the City concerning certain enhancements to longevity incentives for bargaining unit employees employed by the City.

Relevant Statutory Provisions

Section 5/3.1-40-40, Vote required, of Title 65 of the Illinois Compiled Statutes Annotated, also referred to as the “Illinois Municipal Code,” states in relevant part that:

The passage of all ordinances for whatever purpose, and of any resolution or motion (i) to create any liability against a city or (ii) for the expenditure or appropriation of its money shall require the concurrence of a majority of all members then holding office on the city council, including the mayor, unless otherwise expressly provided by this Code or any other Act governing the passage of any ordinance, resolution, or motion. . . .

Section 32.06, Powers and duties of mayor, of the City Code states in relevant part that:

- (a) The mayor shall have those powers prescribed by the settlement agreement, by law and by ordinances of the city.
- (b) The mayor shall exercise control over all appointed offices and subordinate departments set forth in section 32.05 of this Code and all officers and employees therein. He shall have charge and supervision over all property, buildings and equipment assigned to the office of mayor and its subordinate offices and departments.
- (c) Without limiting those powers and duties prescribed by the settlement agreement, by law and by ordinance, the mayor shall:
 - (1) Sign all contracts on behalf of the city;
 - (2) Require and cause to be prepared and published statements and reports required by law, ordinance, or resolution of the council;
 - (3) Grant and sign all commissions, licenses, and permits granted by authority of the council, except as otherwise provided;
 - (4) Perform such other acts and deeds as by law or ordinance may require his official signature;
 - a. Any executive order issued shall be filed the next business day with the city clerk.
 - (5) Sign all bonds issued by the city and use facsimile signatures for the coupons attached to those bonds;
 - (6) Execute collective bargaining agreements on behalf of the city, including and any contract, agreement, memorandum of understanding or any other document which modifies the collective bargaining agreement, that have been approved by the council; provided, however, that this provision does not limit the ability to enter into a document which is solely for the purpose of interpreting the meaning of a provision of a collective bargaining agreement.

Section 32.06, Powers and duties of director of human resources, of the City Code states in relevant part that:

- (c) Without limiting those powers and duties prescribed by law and by ordinance, the director of human resources shall:
 - (1) Administer the city’s personnel system, including, but not limited to recruitment, hiring and compensation plans as set forth in more detail in Chapter 36 of this Code.
 - (2) Administer the employee benefit program which includes insurance and retirement information.
 - (3) Participate in collective bargaining negotiations. Such negotiations shall be conducted by a representative of the office of human resources, an attorney from the office of

corporation counsel, a representative from the office of budget and management and a representative of the office or department to which the negotiations relate under the general coordination of the office or department head. . . .

Section 38.35, Responsibility of bidders; determination, of Article IV, Source Selection and Contract Formation, of the City Code states in relevant part that:

- (a) The director of the office of budget and management is empowered to award and execute contracts on behalf of the city within the purview of this article which are for \$50,000 or less, with the exception of professional services contracts determined by the purchasing agent to be exempt from sealed competitive bidding pursuant to section 38.42 of this article the director of the office of budget and management is empowered to award and execute professional services contracts for \$25,000 or less. Professional services contracts in excess of \$25,000 and all contracts for actuarial services regardless of the dollar amount shall be awarded by the city council. The corporation counsel is empowered to approve the settlement of claims which are for \$15,000 or less. The city council shall award all other contracts in excess of \$50,000 and approve the settlement of claims in excess of \$15,000.

Evidence Regarding the Disputed Longevity Provisions

Gene Mitchell, a Staff Representative for AFSCME Council 31, explained that he had served as the Union's chief negotiator for the most recent round of term negotiations between the City and the Union.

Mr. Mitchell recounted that bargaining had begun in or about August 2020 and had concluded in or about August 2021. He stated that, at the start of bargaining, his counterpart from the City had been a Labor Relations Manager named Nathan Rice; Mr. Mitchell recalled that, before the Parties had begun bargaining over economic issues, the City's Corporation Counsel, James Zerkle, had taken over as the City's chief negotiator. Mr. Mitchell noted that, during bargaining over economic proposals, Mr. Zerkle had been joined by Todd LaFountain, P.E., the City's Water Division Manager; and by Mike Johnson, P.E., the City's General Superintendent of Water Engineering and Distribution, to negotiate on behalf of the City.

The record reflects that Mr. Zerkle retired from service with the City prior to the hearing in this matter; he was not called to testify at arbitration.

The Union introduced into evidence certain notes taken by Mr. Mitchell on a document with a header of "City of Springfield; Economic Proposal – Draft; 7.29.2021; AFSCME 337." Mr. Mitchell's notes reflect, in relevant part, the following:

LONGEVITY ADDED TO BASE RATE OF PAY - COMPOUNDED

Current:

15 Years = \$.50 per hr

25 Years = \$1.00 per hr

Proposed:

15 Years = \$.50 per hr

NEW 20 Years = \$.50 per hr

25 Years = \$1.00 per hr

NEW 30 Years = \$1.00 per hr

50 1.75 (1.25)
1.00 2.25
1.00 3.25



INCREASE IN UNIFORM ALLOWANCE - 10%

Longevity TA  7/29/21

Mr. Mitchell testified that his notes, as represented above, reflected that the Parties had reached, on July 29, 2021, a tentative agreement on the longevity incentive as reflected in his handwriting; i.e., no change to the \$0.50 per hour received at 15 years of service; the addition of \$0.75 per hour received at 20 years of service; no change to the \$1.00 per hour received at 25 years of service; and the addition of \$1.00 per hour received at 30 years of service. The record also reflects Mr. Mitchell's handwritten notes from the Parties' negotiations on July 29, 2021; they reflect the following:

L337 Bargaining 7/29/21

1. Drug Testing - close

2. Economics Wages - NO Longevity - YES
1 million dollars uniform - NO

3. Residency - 1 year out
- we are at impasse?

4. Economic Wages

The record reflects that a document prepared by the City with the header, “City of Springfield; Economic Proposal – Draft; 7.29.2021 - COUNTER 3:33PM; AFSCME 337,” indicated in relevant part the following: “LONGEVITY STATUS QUO.”

Mr. Mitchell testified that the Parties had remained apart on other issues, but that their tentative agreement on the longevity incentive had been noted by the “LONGEVITY STATUS QUO” reference. He asserted that, rather than meaning that the longevity provisions remained unchanged from the Parties’ last collective bargaining agreement, he had understood “STATUS QUO” to reflect that the Parties’ tentative agreement on the longevity provisions persisted as the Parties continued to bargain over economic issues. Mr. Mitchell asserted that, had the City withdrawn its proposal on enhanced longevity incentives, he would have promptly filed unfair labor practice charges with the Illinois Labor Relations Board alleging regressive bargaining by the City.

Mr. LaFountain testified that he had been present on behalf of the City for the term negotiation session held with the Union on July 29, 2021. He averred that the “LONGEVITY STATUS QUO” notation had reflected, to his knowledge, the City’s proposal at that point that the longevity incentive provisions would remain as they existed in the Parties’ previous collective bargaining agreement without the enhancements proposed by the City earlier on July 29, 2021 – i.e., the *status quo ante*. He noted that the change in the City’s proposal had been intended to respond to the Union’s request for higher wage rates by shifting value from the longevity proposal to the City’s proposal on base wages.

Mr. LaFountain stated that he was unaware of any subsequent agreement between the Parties, during their 2021 term negotiations, regarding enhancements to the longevity incentive provisions of their collective bargaining agreement.

Mr. Johnson testified that he had participated in the City’s term negotiations with the Union. Similarly to Mr. LaFountain’s testimony, Mr. Johnson averred that the “LONGEVITY STATUS QUO” notation had reflected, to his knowledge, the City’s proposal at that point that the longevity incentive provisions would remain as they existed in the Parties’ previous collective bargaining agreement without the enhancements proposed by the City earlier on July 29, 2021 – i.e., the *status quo ante*.

A subsequent document prepared by the City with the header, “City of Springfield; Economic Proposal; 8.19.21 – Counter; AFSCME 337,” made no direct reference to a longevity

proposal. This document does reflect certain agreed-upon terms for wage increases and for additional increases to be received by Tier II employees, as well as a ten percent increase in the clothing allowance afforded to bargaining unit employees. Mr. Mitchell asserted that this had represented the Parties' final tentative agreement on the then-outstanding economic terms.

Mr. LaFountain noted that it was possible that he had not been present for the August 19, 2021 bargaining session. Mr. Johnson testified that he (Johnson) had been present for the August 19, 2021 bargaining session; he stated that he recalled no discussions between the Parties regarding enhanced longevity incentives at that bargaining session.

Mr. Mitchell testified that, after the Parties had reached tentative agreement on the full set of material terms of their new collective bargaining agreement, he had prepared two documents for presentation to the Union membership in connection with the contract ratification vote that would soon take place. He explained that the first document was a summary of the changed terms in the new collective bargaining agreement, while the second document was intended to encompass the actual language of the new collective bargaining agreement in its entirety. He explained that, after having an opportunity to review these documents, the membership of the Union would have an opportunity to ask questions and then to vote to accept or reject the tentative collective bargaining agreement. Mr. Mitchell acknowledged that neither of the documents that he had prepared had reflected the longevity provisions in dispute here, but averred that, at the ratification meeting, he and other members of the Union's Executive Board had informed the Union's membership that there were, in fact, provisions enhancing the existing longevity provisions in the Parties' collective bargaining agreement.

It was undisputed that neither the summary of the tentative agreement nor the document purporting to reflect the actual language of the new collective bargaining agreement referred to new longevity provisions. Mr. Mitchell testified that he had worked in conjunction with the City to identify the new terms contained in the Parties' overall tentative agreement. He averred that both he and the City's staff had missed the longevity provisions in their discussions; he acknowledged that, as a result, he had failed to include those longevity provisions in the documents he had prepared for the Union's membership in connection with the ratification vote.

The record reflects that the tentative agreement was also duly approved by the City Council without any reference to changes to the existing longevity compensation provisions in

the Parties' collective bargaining agreement – i.e., without the changes referenced in the July 29, 2021 notes regarding enhanced longevity incentives.

The record reflects that a "Summary of Collective Bargaining Economic Agreement Provisions" was presented to the City Council in connection with its approval of the Parties' new collective bargaining agreement. The summary document stated in relevant part that:

Term - 5 years
Number of Employees - 49

Economic Terms:

October 1, 2020 0%
October 1, 2021 2.25% + 2% lump sum based on CY 2020 actual earnings
October 1, 2022 2.25%
October 1, 2023 2.25%
October 1, 2024 2.50%

Tier II Adjustments For All Employees Hired After 2.2.2016:

October 1, 2021 \$ 25 increase to base wage
October 1, 2022 \$.25 increase to base wage for a total of \$.50
October 1, 2023 \$.50 increase to base wage for a total of \$1.00
October 1, 2024 \$ 1.50 increase to base wage for a total of \$2.50

Clothing Allowance Adjustment:

October 1, 2021 An increase in annual clothing allowance of \$50.00 for a total of \$350.00
October 1, 2023 An increase in annual clothing allowance of \$50.00 for a total of \$400.00

(Spelling as in original.) The Ordinance passed by the City Council to authorize the execution of the tentative collective bargaining agreement, identified as Ordinance No. 2021-383, stated in relevant part that:

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

WHEREAS, the City of Springfield has been negotiating over the past several months with the American Federation of State, County and Municipal Employees (AFSCME), Local 337, regarding a collective bargaining agreement for certain employees within the Office of Public Utilities; and

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

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 for certain employees within the Office of Public Utilities with the American Federation of State, County and Municipal Employees, Local 337, from October 1, 2020, through September 30, 2025, a copy of which shall be on file in the Office of the City Clerk and as summarized on Exhibit "A" attached hereto. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City of Springfield.

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

(Emphasis as in original.)

The record reflects that the final version of the Parties' new (October 1, 2020 - September 30, 2025) collective bargaining agreement includes the following language at Article XXI, Classification and Wage Rate:

Employees with 15 or more years of continuous City service will receive an additional .50 per hour.

All employees who have completed 25 years or more continuous City service shall have an additional \$1.00 per hour added to his/her hourly rate of pay.

Effective September 1, 2008, all employees in the following titles, who have completed 30 years of continuous City service shall have an additional \$1.00 per hour added to his/her hourly rate of pay:

Crew Foreman
Water Division Locator Foreman
Meter Repairman Foreman
Yard Maintenance Foreman
Fire Hydrant Crew Foreman
Seasonal Lake Services Construction Foreman
Leak Detector Foreman
Complaint Man Foreman
Storeroom Foreman
Lake Area Maintenance Foreman
Valve Crew Foreman
Clean-up Crew Foreman

....

(Spelling as in original.)

Evidence Regarding the Parties' Execution of a Technical Correction Document Addressing Longevity Incentives

Mr. Mitchell recounted that, in January 2022, the City had approached the Union to note a flaw in the Parties' agreed-upon drug testing language in the new collective bargaining agreement, as well as in two other collective bargaining agreements negotiated between the City and AFSCME Council 31. He explained that the thresholds for positive tests set out in the collective bargaining agreements were far in excess of the usual thresholds for positive tests for

holders of a commercial driver's license; he recalled that the City had felt strongly about the need to correct the thresholds so that the City's drug testing program would remain in regulatory compliance. Mr. Mitchell stated that the City's request to revisit the drug testing language in the collective bargaining agreement had led the Union to reexamine the text of the collective bargaining agreement, whereupon it had indicated to the City that what the Union understood to have been agreed-upon changes to longevity incentives had not been included in the new collective bargaining agreement.

Mr. Mitchell testified that the Parties had engaged in mediation in order to reach an agreement to modify their collective bargaining agreement to address the City's concern about the drug testing provisions and the Union's concern about the missing longevity provisions. He explained that the Parties had eventually agreed to modify the drug testing provisions of the collective bargaining agreement because of a mutual concern that the existing language could be successfully challenged in court. He noted that the Parties had entered into a Memorandum of Understanding ("MOU") memorializing their agreement on the drug testing provisions; he noted further that that MOU had been approved by the City's Mayor and had not been presented to the City Council for ratification or approval.

Mr. Mitchell recalled that, during the mediation process, the Parties had agreed to implement longevity provisions that varied slightly from those set forth in Mr. Mitchell's notes from term bargaining. In particular, he noted that the Parties had agreed that the updated longevity incentives would be implemented as of the effective date of the document that would be prepared to memorialize the Parties' agreement on the new longevity terms.

In an email, dated March 20, 2023, to Mr. Mitchell, Mr. Zerkle wrote:

Good morning Gene -- please find the agreement for the Safety Technician 2 to allow the new position to do CDL training -- Nate approved and recommended and the Mayor approved -- Also attached is the technical correction for the 20 longevity step for 337 which the parties agreed to but was inadvertently left it out (typo) -- Julie and I initialed the technical correction --- Please approve and return and we can send to payroll to get the longevity corrected and updated - on a separate issue, Nate has provided some language regarding the snow issue which we would like to meet and discuss when convenient --- thank you -- Jim

(Spelling as in original.) Attached to Mr. Zerkle's email was a fully-executed agreement between the Parties -- signed by then-Mayor James Langenfelter and by Mr. Mitchell -- recognizing the Safety Technician II position, as well as a document entitled, "Technical Correction; The City of Springfield and AFSCME Council 31, Local 337," which stated in relevant part that:

Whereas the parties entered into a Collective Bargaining Agreement for the term of October 1, 2020 through September 30, 2025; and

Whereas the parties agree that the Longevity pay for employees reaching 20 years of service was inadvertently omitted from the Agreement, the parties agree the following is correct and reflects the agreement reached between the parties:

1. Employees with 15 or more years of continuous City service will receive an additional \$0.50 an hour.
2. Employees with 20 or more years of continuous City service will receive an additional \$.75 an hour (\$1.25 additional to the base pay).
3. Employees with 25 or more years of continuous City service will receive an additional \$1.00 an hour (\$2.25 additional to the base pay).
4. Employees with 30 years or more of continuous City service will receive \$1.00 an hour (\$3.25 additional to the base pay).
5. This technical correction adding the 20 year the longevity level within the CBA shall be effective April 1, 2023 and shall not be retroactive (excluding longevity increases to specific job titles).
6. These changes be enforced no later than April 1, 2023.

(Spelling as in original.)

Mr. Mitchell asserted that the Union had believed that, prior to the execution of the Technical Correction document, the City had already been paying longevity incentives to bargaining unit employees consistent with the Technical Correction document other than as to the 20-year longevity incentive. He explained that, at a later point, the Union had realized that none of the enhanced longevity incentives referenced in the Technical Correction document had been paid to bargaining unit employees. He acknowledged that the longevity incentive provisions in the Parties' predecessor collective bargaining agreement had been correctly paid.

The Technical Correction document was sent to Mr. Mitchell already signed by Mr. Zerkle and by Julie Zogodar, an employee in the City's Department of Budget and Management. The record reflects that Mr. Mitchell added his signature to the Technical Correction document later on March 20, 2023.

Mr. Mitchell explained that he had not insisted that the City pay the longevity incentives in the Technical Correction document retroactively as a basis for compromise with the City because both Parties had erred in omitting the provisions from their new collective bargaining agreement.

Mr. Mitchell recalled that, after the execution of the Technical Correction document, the Union had been informed that the City's payroll department would not implement the terms of the Technical Correction document. He noted that this had occurred after the swearing-in of a new City administration, after Mayor Langenfelder's departure, that had not been in office at the time of the execution of the Technical Correction document.

On April 21, 2023, the Union filed this grievance. In a letter, dated April 25, 2023, to Mr. Cycholl, Mr. Johnson wrote:

Dear Mr. Cycholl:

As per Article VII of the Labor Agreement between CWLP and AFSCME 337, you initiated Step 1 of the grievance procedure. The basis of the grievance is a "Technical Correction" document executed between the City and AFSCME regarding longevity pay increases. The written grievance states:

"The Union believes the City Violated the MOU that was signed in March that stated the implementation of a longevity raise for employees with 20 yrs. of service and 30 yrs. of service. We ask that the raises be implemented and back pay be reimbursed to April 1st as the MOU says."

Since this grievance applies to all AFSCME 337 work locations and not just Water Distribution AFSCME members, I cannot resolve the grievance at Step 1.

In a letter, dated May 4, 2023, to Mr. Cycholl, Mr. LaFountain wrote:

Dear Mr. Cycholl:

As per Article VII of the Labor Agreement between CWLP and AFSCME 337, you initiated Step 2 of the grievance procedure. The basis of the grievance is a "Technical Correction" document executed between the City and AFSCME regarding longevity pay increases. The written grievance states:

"The Union believes the City Violated the MOU that was signed in March that stated the implementation of a longevity raise for employees with 20 yrs. of service and 30 yrs. of service. We ask that the raises be implemented and back pay be reimbursed to April 1st as the MOU says."

Since this grievance applies to both Electric Division and Water Division AFSCME 337 work locations, I cannot resolve the grievance at Step 2.

In a letter, dated May 18, 2023, to Mr. Cycholl, Doug Brown, the City's Chief Utility Engineer, wrote:

As per Article VII of the Labor Agreement between CWLP and AFSCME 337, you initiated Step 3 of the grievance procedure. The basis of the grievance is a Technical Correction Document between the City and AFSCME regarding longevity pay increases. The written grievance states:

"The Union believes the City Violated the MOU that was signed in March that stated the implementation of a longevity raise for employees with 20 yrs. of service and 30 yrs. of service. We ask that the raises be implemented and back pay be reimbursed to April 1st as the MOU says."

The City disagrees with the union's assertion that there are valid changes to the contract increasing the pay of 337's employees. The City believes that the Technical Correction Document dated March 20, 2023 was not properly executed. Therefore, the City denies this grievance at Step III.

Greg Moredock, the City's Corporation Counsel since June 1, 2023, testified that, in his view, the Technical Correction document represented a substantive change to the Parties' collective bargaining agreement that would have required the Mayor's signature and City Council approval pursuant to Section 32.06(c)(6) of the City Code. He noted that the estimated cost of the Technical Correction document was in excess of \$181,000. He testified, as had Mr. Mitchell, that the City Council would have had to approve any additional expenditures in excess of \$50,000.

Evidence Regarding Prior MOUs and Side Agreements Between the City and its Unions

The record reflects a series of MOUs between the City and various components of AFSCME Council 31, including Local 337 (the Union here). They include terms that involve nominal financial liabilities or obligations to be incurred by the City, as well as other terms involving increases in rates of pay or other potential financial obligations on the City that appear to exceed \$50,000 that each appeared to exceed \$50,000 in cost to the City. These MOUs were signed by the Corporation Counsel, Mayor, and/or other public officials, such as the City's Labor Relations Manager or the City's Director of Public Works, who were serving at the time of the execution of the various MOUs. Mr. Mitchell – who stated that he regularly attended City Council meetings – averred that, to the best of his knowledge, none of these had been presented to the City Council for approval or ratification despite involving financial obligations on the City in excess of \$50,000.

CONTENTIONS OF THE UNION

The City violated the Parties' collective bargaining agreement when it failed to implement the enhanced longevity incentive provisions negotiated by the Parties and tentatively agreed to by the Parties, either as originally tentatively agreed-to or as reflected in the Parties' Technical Correction document. One way or the other, the City should be required to abide by the Parties' bargain.

Although this matter began as a relatively straightforward contract interpretation dispute, it clearly changed into a credibility dispute between the account provided by Mr. Mitchell and the accounts of Mr. LaFountain and Mr. Johnson. The Arbitrator should find Mr. Mitchell's

account to be more credible, including based on his corroborative contemporaneous notes. The Arbitrator should also credit Mr. Mitchell's assertion that he would have filed unfair labor practice charges against the City had the City withdrawn its proposal on the enhanced longevity incentives. In addition, there are other economic terms contained in the Parties' Agreement that were not contained in the summary presented to the City Council for approval. The City's claim here – that the absence of the enhanced longevity incentive provisions from the summary documents presented to the City Council for approval indicates that there was no tentative agreement to those terms – should be rejected.

Moreover, the Parties' overall tentative agreement – which necessarily included their July 29, 2021 tentative agreement on the enhanced longevity incentive provisions, as required by the Parties' obligation to bargain in good faith – was duly approved by the City Council. It should, therefore, be enforced. There was no assertion that any of the negotiators for either of the Parties lacked authority to bind their respective Party. There was no reason to believe that the City would not include the tentative agreement on the enhanced longevity incentive provisions in the final collective bargaining agreement given its duty to bargain in good faith.

Thereafter, the Parties entered into the Technical Correction document as, in part, a *quid pro quo* for the Union's agreement to the revised drug testing language strongly sought by the City. It was executed by Mr. Mitchell for the Union and by Mr. Zerkle and Ms. Zogodar for the City. It did nothing more than implement the enhanced longevity incentives to which the Parties had tentatively agreed during bargaining on terms more favorable to the City than those that had been previously negotiated and tentatively agreed-to. No indication was given by the City that City Council approval was needed or that the Technical Correction document was insufficient, standing alone, to finally implement the Parties' bargain on longevity incentives. Upon the inauguration of a new Mayor in April 2023, the City, however, refused to honor the terms of the Technical Correction document, ostensibly because the Technical Correction document had never been approved by the City Council and signed by the Mayor. Because, however, the City Council had already approved the Parties' new collective bargaining agreement (and, therefore, the Parties' tentative agreement regarding enhanced longevity incentives), it should be found to have approved the expenditures required to implement the Technical Correction document such that no further Council approval was required. This is consistent with the various other MOUs entered into between the City and AFSCME locals, including this Union, without additional

approval by the City Council. The City's position here, if upheld, would throw the validity of dozens of MOUs – some with terms more favorable to the City, and others with terms more favorable to the Union – into question.

The Arbitrator should note that the City declined to subpoena Mr. Zerkle to recount what occurred between the Parties in term bargaining or in negotiating the Technical Correction document. Instead, they brought Mr. LaFountain and Mr. Johnson, who were unsure as to precisely what happened when the Parties were negotiating enhanced longevity incentives.

The Arbitrator should also consider whether the facts here reflect a mutual mistake of the Parties that is subject to reformation by the Arbitrator in order to reflect the mutual intentions of the Parties in entering into the Technical Correction document.

For all of these reasons, the grievance should be sustained in its entirety. The City should be directed to comply with the Parties' collective bargaining agreement and the Technical Correction document, as enacted by City Council ordinance; and to make all affected employees whole.

CONTENTIONS OF THE CITY

The City did not violate the Parties' collective bargaining agreement in this case. During term bargaining, the Parties never negotiated the enhanced longevity incentive provisions that the Union seeks here. Moreover, the Technical Correction document was not properly executed and cannot obligate the City to provide additional longevity benefits to bargaining unit employees.

The Arbitrator should reject the Union's contentions concerning the alleged tentative agreement reached by the Parties in term bargaining. The City's witnesses credibly testified that the City never agreed to enhanced longevity incentive provisions; rather, after initial attempts to reach agreement on that topic, the City determined that the longevity provisions would remain as they had been set forth in the Parties' predecessor collective bargaining agreement and that the City would instead make movement on its proposals on base wages. The fact remains that the longevity steps were omitted from the Union's summary of negotiated changes; from the Union's initial attempt to revise the language of the collective bargaining agreement to reflect the changes agreed to by the Parties in term bargaining; from the summary of material terms provided to the City Council for approval; and from the final text of the new collective

bargaining agreement prepared and agreed to by the Parties. The notion that Mr. Mitchell noticed the absence of the longevity incentive provisions during a Union ratification meeting and neglected to inform the City of the issue immediately – or at least before the collective bargaining agreement was finalized – until early 2023 is simply not believable. The Arbitrator should note the absence of Mr. Zerkle from these proceedings; nothing prevented the Union from attempting to subpoena Mr. Zerkle to obtain his testimony regarding the Parties' negotiations. The fact that the Union did not do so should be viewed as undermining the credibility of Mr. Mitchell's testimony regarding what occurred in bargaining. Similarly, the fact that the Union agreed, in the Technical Correction document, to forego the retroactive application of the enhanced longevity incentives in a situation where the Union had leverage over the City due to the problematic drug testing provisions suggests that the Union understood that it had never obtained the enhanced longevity incentives in the first place.

In sum, the Technical Correction document was clearly not a correction of a mutual mistake of the Parties; rather, it reflected an agreement between Mr. Zerkle and the Union to provide the Union with a new benefit. However, given the magnitude of the value of the new longevity provisions contained in the Technical Correction document, Mr. Zerkle lacked authority to bind the City; nor could the then-Mayor have bound the City. Nor did Ms. Zogodar have authority to act on behalf of the City Council. The record makes clear that, under the City Code, this Technical Correction document would only represent an agreement if and when it had been approved by the City Council; no such approval was ever sought. The Technical Correction document, therefore, is not legally effective.

For all of these reasons, the grievance should be denied in its entirety.

DISCUSSION AND OPINION

After careful consideration of the entire record, I find that the City violated the Parties' collective bargaining agreement when it failed to submit the Technical Correction document to the City Council for consideration and action, but was not shown on this record to have otherwise violated the Technical Correction document or the collective bargaining agreement. The grievance is, therefore, sustained in part and denied in part. A summary of the principal reasons for this holding follows.

The evidentiary record fails to support a finding that the City Council approved enhanced longevity incentives when it approved the Parties' tentative collective bargaining agreement in October 2021. Although the record evidence provides no basis to find Mr. Mitchell untruthful about his belief that the Parties had reached tentative agreement on enhanced longevity incentives on or about July 29, 2021, the record does, however, support a finding that the Parties did not reach that tentative agreement. A number of facts support this conclusion.

First, neither Mr. LaFountain nor Mr. Johnson recalled such a tentative agreement, and no notation of same was reflected on their bargaining notes. The fact that the proposals exchanged cross-table indicated that the longevity provisions were "status quo" is consistent with the testimony of Mr. Johnson and Mr. LaFountain that each believed the longevity provisions to have remained unchanged from the Parties' predecessor collective bargaining agreement.

Second, Mr. Zerkle – who, according to Mr. Mitchell's testimony, tentatively agreed to those provisions on behalf of the City – did not testify. No documents were adduced that might have reflected Mr. Zerkle's understanding of the status of the longevity provisions as of July 29, 2021.

Third, neither the summary of the changes to the collective bargaining agreement prepared by the Union and the City nor the draft version of the new collective bargaining agreement nor the final version of the collective bargaining agreement included the alleged tentative agreement regarding enhanced longevity incentives.

Fourth, despite Mr. Mitchell's assertion that he and other Union officials and representatives noted the omission of the longevity provisions at a meeting held prior to ratification of the new collective bargaining agreement by the Union, there was no evidence that the Union communicated to the City that the enhanced longevity incentives had been omitted and needed to be included in the final text of the new collective bargaining agreement. One would have expected that, if the Parties had truly reached a tentative agreement regarding the new provisions, the Union would have promptly raised the issue with the City; if not immediately, then at some point in the ensuing months. The Union's apparent silence on the issue even after discovering the omission goes beyond the Union's characterization of its approach as "sloppiness" – it suggests an understanding that there was no tentative agreement on enhanced longevity incentives for the Union to enforce.

Nor, if the Parties truly and mutually believed that a tentative agreement had been reached in July 2021 on the enhanced longevity incentive provisions, would one expect the Union to have agreed to accept terms that sacrificed months of potential retroactive pay at the same time that the Union was providing the City with revised drug testing language that was of significant importance to the City. Rather, the facts on this record suggest that the Union was able to obtain the enhanced longevity incentive language in the Technical Correction document – albeit on terms less favorable than the terms that the Union claims were tentatively agreed-to on July 29, 2021 – because of the importance of the revised drug testing language to the City, not because the Parties had reached any mutual tentative agreement on enhanced longevity incentives during their negotiations for the term collective bargaining agreement.

When all of these facts are viewed together, they support a finding that the City and the Union did not reach tentative agreement during term bargaining for their current collective bargaining agreement and, more significantly, that the enhanced longevity incentive provisions at issue were never presented to the City Council for approval and that the City Council did not approve those provisions as part of the Parties' term collective bargaining agreement when it voted in October 2021. The fact that other economic terms were included in the final collective bargaining agreement but not in the earlier-created summaries is not dispositive as to the longevity provisions, which appeared in neither summary nor draft nor final versions of the collective bargaining agreement.

Turning to the March 2023 Technical Correction document, the record supports a finding that City Council approval was required for the provisions related to the enhanced longevity incentives reflected in the Technical Correction document. Without opining on the fiscal impact of other agreements entered into between the City and the Union, the evidentiary record in this case reflects that City Council approval would have been required for the enhanced longevity incentive provisions contained in the Technical Correction document to have become effective. Under Section 32.06 of the City Code, the City's Mayor may only enter into collective bargaining agreements and other agreements that have been approved by the City Council. Nor, given the estimated financial impact of \$181,000 to the City, were any of the provisions in the City Code permitting various City officials to approve contracts for less than \$50,000 shown to be applicable. As noted above, the City Council was not shown to have approved any agreement between the City and the Union regarding enhanced longevity incentives. For these reasons, the

record evidence does not support a finding that the Technical Correction document is one “which is solely for the purpose of interpreting the meaning of a provision of a collective bargaining agreement,” as referenced in Section 32.06(c)(6) of the City Code, that the Mayor – or the Corporation Counsel – could enter into without City Council approval. It is not, therefore, enforceable at this time.

On this record, however, it does not appear that the Technical Correction document was ever submitted to the City Council for a vote. Whether viewed as part of the statutory duty to bargain in good faith, an understanding implicit in the recognition clause of the Parties’ Agreement, both, or otherwise, I am persuaded that the City administration was obligated to have submitted the Technical Correction document for the City Council’s consideration and action. Despite the changeover in the Mayor’s office reflected on the record here, the City administration – having negotiated the Technical Correction document with the Union and reached tentative agreement on the terms set forth in the Technical Correction document – was not permitted to decline to submit that tentative agreement to the City Council and to perform any related actions required in the event of approval of the Technical Correction document by the City Council.

The grievance is, therefore, sustained in part and denied in part. Unless it has already done so, the City is directed to submit the Technical Correction document to the City Council for its action, if any, within 30 calendar days of this Award absent extenuating circumstances. Jurisdiction is retained to address any matters related to remedy that the Parties are unable to resolve on remand. The grievance is otherwise denied to the extent consistent with the foregoing.

[continued on next page]

AWARD

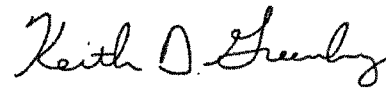
The City violated the Parties' collective bargaining agreement to the extent that it failed to submit the Technical Correction document to the City Council for consideration and action, but was not shown on this record to have otherwise violated the Technical Correction document or the collective bargaining agreement.

If such action has not already been taken, the City is directed to submit the Technical Correction document to the City Council for its action, if any, within 30 calendar days of this Award absent extenuating circumstances.

Jurisdiction is retained to address any matters related to remedy that the Parties are unable to resolve on remand.

The grievance is otherwise denied to the extent consistent with the foregoing.

August 19, 2024



Keith D. Greenberg, Esq.
Impartial Arbitrator

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

9/17/2024

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Steven Rahn

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Agreement

FISCAL IMPACT: \$ 181,000

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

SUGGESTED TITLE:

AN ORDINANCE RATIFYING THE EXECUTION OF AN AGREEMENT ENTITLED "TECHNICAL CORRECTION" BETWEEN THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES, AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 337 DATED MARCH 20, 2023

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

Award

Ex. 4 Technical Correction MOU, March 20, 2023

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

On March 20, 2023 then Corporation Counsel, James Zerkle signed the "Technical Correction" agreement between the City and AFSCME 337, a copy of which is attached hereto as Exhibit A and said agreement was not submitted to the City Council for approval by the prior administration. Being unaware of the Technical Correction and its provenance, the current administration did not implement it or submit it for Council approval. AFSCME 337 then filed a grievance alleging the City violated its contract with the Union by not implementing the Technical Correction, arguing that the terms of the Technical Correction were intended by the parties to be a part of the contract which was adopted by the City and the Union in October, 2021 in Ordinance 2021-383, but was inadvertently omitted by both parties in the final draft. The arbitrator in the grievance determined that the Technical Correction was not a part of the 2021 contract, but was an agreement between the City and the Union which was subject to final approval by the City Council.

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

**AN ORDINANCE AUTHORIZING EXECUTION OF CONTRACTS FOR
FIRE PROTECTION SERVICES WITH CURRAN, SOUTHSIDE,
WOODSIDE, SOUTH OAK KNOLLS, SOUTHLAWN, EASTSIDE, LAKE
SPRINGFIELD, NORTHSIDE AND WESTERN FIRE PROTECTION
DISTRICTS FROM FEBRUARY 29, 2024, THROUGH FEBRUARY 28, 2026**

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, Curran, Southside, Woodside, South Oak Knolls, Southlawn, Eastside, Lake Springfield, Northside and Western fire protection districts are requesting fire protection services during emergencies; and

WHEREAS, it is in the best interest of the City of Springfield to enter into contracts with the various fire protection districts from February 29, 2024, through February 28, 2026; and

WHEREAS, the contracts 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 execution of contracts for emergency fire protection services with Curran, Southside, Woodside, South Oak Knolls, Southlawn, Eastside, Lake Springfield, Northside and Western fire protection districts from February 29, 2024, through February 28, 2026.

Section 2: That the Mayor and City Clerk are hereby authorized to execute the above-referenced contracts on behalf of the City of Springfield.

Section 3: That the Office of Budget and Management is directed to place all funds received pursuant to the attached contracts into the appropriate accounts.

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

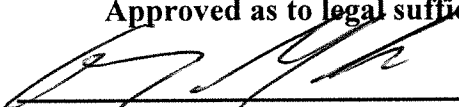
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/12/24
Office of Corporation Counsel / Date

Fire Protection District	Fund	Dept	Unit	Act	Rev	FY25 Budget
CURRAN FIRE DISTRICT FEE	001	108	FIRE	FOPR	1522	\$40,000
EASTSIDE FIRE DISTRICT FEE	001	108	FIRE	FOPR	1524	\$130,000
LAKE SPFLD FIRE DIST FEE	001	108	FIRE	FOPR	1526	\$16,000
NORTHSIDE FIRE DIST FEE	001	108	FIRE	FOPR	1528	\$140,000
SOUTH OAK FIRE DIST FEE	001	108	FIRE	FOPR	1530	\$170,000
SOUTHLAWN FIRE DIST FEE	001	108	FIRE	FOPR	1532	\$80,400
SOUTHSIDE FIRE DIST FEE	001	108	FIRE	FOPR	1534	\$200,000
WESTERN FIRE DIST FEE	001	108	FIRE	FOPR	1536	\$197,000
WOODSIDE FIRE DIST FEE	001	108	FIRE	FOPR	1538	\$205,000

**CONTRACT FOR FIRE PROTECTION SERVICES
TO THE WESTERN FIRE PROTECTION DISTRICT**

THIS CONTRACT, entered into between the **WESTERN** Fire Protection District, duly organized as a fire protection district under the laws of the State of Illinois, and referred to in this Contract as the "District" and the City of Springfield, a municipal corporation, and referred to in this Contract as the "City".

IN CONSIDERATION of the Contract, the parties agree to the following:

1. From February 29, 2024, to February 28, 2026, the City shall furnish to the District emergency fire protection services of its Fire Department. Said services include emergency response to structure, vehicle and wild land fires, investigation of these fires, response to emergency medical calls, rescues and hazardous material incidents. Fire prevention activities such as code enforcement and public education services shall not be provided under this Agreement.

2. The City shall not be held liable for any loss or damage because of its failure to extinguish fires within the District.

3. The District shall pass and file levy Ordinances which will require a tax levy upon all taxable property within the District in an amount that will equal at least the full cash value of all the real property within the District, as equalized or assessed by the Department of Revenue of the State of Illinois for State and County Tax purposes for each year during the term of the contract multiplied by the maximum rate allowed by law; and the District shall pay to the City Treasurer any amounts realized from said tax levy within thirty (30) days after the collection of the tax; provided that cash credit on payments for the administrative expenses contemplated by the laws of Illinois for the District may be deducted from the amount collected. In complying with the provisions of this paragraph, the District and its Trustees shall use the best information and data available and shall not be liable for any action or omissions as long as the District and its Trustees act in good faith and proceed in a reasonable manner to perform the obligations contained in this Contract. The District shall not pass and file the levy Ordinances until they have been submitted to and approved by the Director of Budget and Management of the City; the District shall provide the Director of Budget and Management a copy of the proposed levy Ordinances no less than thirty (30) days before their scheduled dates of passage; the Director of Budget and Management shall review the levy Ordinances and use the best information available to determine whether or not the levy Ordinances will comply with the provisions of this paragraph.

4. The District shall file with the Director of Budget and Management of the City, a copy of the annual audit of the District within thirty (30) days after it has been filed with the Secretary of the District.

5. The District shall pass an Ordinance requiring that every corporation, company and association which is not incorporated under the laws of this State and which is engaged in effecting fire insurance in the District shall pay to the Springfield City Treasurer or to the Secretary of the District who shall turn over to the Springfield City Treasurer a fire tax or license fee of two percent (2%) of the gross receipts received from the fire insurance upon the property within the District, this

fire tax or license fee shall be for the maintenance and use of the Springfield Fire Department. This District shall use its best efforts to collect the fire tax or license fee and shall pay or cause to be paid over to the Springfield City Treasurer the tax or fee received by it in addition to the other payments required under paragraph three of this Contract.

6. The District has given notice to the City of the boundaries of the District, the boundaries having been shown on the map attached to the first Contract entered into between the parties, and shall give prompt notice to the City of any future change in the boundaries of the District by providing the City with an updated map within sixty (60) days after a change in boundaries.

7. The City shall indemnify the District from any liability it may incur or suffer under the Illinois Workers' Compensation Act from the death of or any injury to an employee of the City while rendering fire service in pursuance of this Contract. The City shall carry insurance with limits of \$250,000/\$500,000 for bodily injury and \$100,000 for property damage insuring the City against liability it may incur or suffer from the operation of motor vehicles by members of its Fire Department while in the performance of this Contract. The City shall indemnify the District from any liability the District may incur or suffer from the operation of motor vehicles by members of the Springfield Fire Department while in the performance of this Contract.

8. This Contract shall terminate on February 29, 2024^{26 KM}. The Contract may be terminated earlier by the City upon delivery of a sixty (60) days written notice to the District effective at the end of the closest Contract fiscal year. Upon early termination of this agreement the District shall pay such prorated amounts as are due and owing for the fire protection services performed based on the number of months the Contract was in effect. The City shall not be obligated or required to furnish fire protection to the District after termination of the Contract.

9. If fire protection services are terminated for any reason or this Contract is not renewed, both parties shall notify the Chicago Office of the Illinois Insurance Services Office.

10. The City has adopted the 2006 International Fire Code, with certain modifications as provided in the City's Code of Ordinances, and has previously adopted the NFPA 101 Life Safety Code, 2000 Edition (collectively "Code").

15. The District shall adopt and enforce the same Code within ninety (90) days of notice of such adoption by the City. Fire Code violations discovered by the City in the District shall be forwarded for enforcement purposes in writing to the attorney representing the District. Signature of this Agreement by District is an acknowledgment of notice provided as to the current Code.

12. In the event that the City adopts any future editions of the Code, then the District shall adopt the same within ninety (90) days of notice of such adoption by the City.

13. The District shall establish an educational effort to encourage and promote composting, recycling and mulching of yard waste, including leaves, as an alternative to burning. The District will adopt a board resolution calling for District residents to follow a voluntary burn ban within District. The District will advise the City of steps taken by the District to promote composting, recycling and mulching of yard waste and leaves as an alternative to burning.

14. The City shall report to the State Fire Marshall Office all fire incidents via the National Fire Incident Reporting System (NFIRS).

IN WITNESS WHEREOF, the District has caused this Contract to be signed and sealed on its behalf by the President of its Board of Trustees with the attestation of its Secretary, pursuant to a Resolution, adopted by the Board of Trustees of the District at a meeting held January 12, 2024, and the City has caused this Contract to be signed and sealed on its behalf by the Mayor with the attestation of the City Clerk, pursuant to the provisions of "AN ORDINANCE RELATING TO FIRE DEPARTMENT SERVICES OUTSIDE THE CITY LIMITS," passed July 26, 1949, as amended, and an Ordinance adopted _____, 2024.

WESTERN FIRE PROTECTION DISTRICT

DATED: January 12, 2024

BY: ✓ Gary L. Hoese
President

ATTEST:
Gack Hampton
Secretary

CITY OF SPRINGFIELD, ILLINOIS

DATED: _____

BY: _____
Mayor GEM

ATTEST:

City Clerk

**CONTRACT FOR FIRE PROTECTION SERVICES
TO THE CURRAN FIRE PROTECTION DISTRICT**

THIS CONTRACT, entered into between the **CURRAN** Fire Protection District, duly organized as a fire protection district under the laws of the State of Illinois, and referred to in this Contract as the "District" and the City of Springfield, a municipal corporation, and referred to in this Contract as the "City".

IN CONSIDERATION of the Contract, the parties agree to the following:

1. From February 29, 2024, to February 28, 2026, the City shall furnish to the District emergency fire protection services of its Fire Department. Said services include emergency response to structure, vehicle and wild land fires, investigation of these fires, response to emergency medical calls, rescues and hazardous material incidents. Fire prevention activities such as code enforcement and public education services shall not be provided under this Agreement.

2. The City shall not be held liable for any loss or damage because of its failure to extinguish fires within the District.

3. The District shall pass and file levy Ordinances which will require a tax levy upon all taxable property within the District in an amount that will equal at least the full cash value of all the real property within the District, as equalized or assessed by the Department of Revenue of the State of Illinois for State and County Tax purposes for each year during the term of the contract multiplied by the maximum rate allowed by law; and the District shall pay to the City Treasurer any amounts realized from said tax levy within thirty (30) days after the collection of the tax; provided that cash credit on payments for the administrative expenses contemplated by the laws of Illinois for the District may be deducted from the amount collected. In complying with the provisions of this paragraph, the District and its Trustees shall use the best information and data available and shall not be liable for any action or omissions as long as the District and its Trustees act in good faith and proceed in a reasonable manner to perform the obligations contained in this Contract. The District shall not pass and file the levy Ordinances until they have been submitted to and approved by the Director of Budget and Management of the City; the District shall provide the Director of Budget and Management a copy of the proposed levy Ordinances no less than thirty (30) days before their scheduled dates of passage; the Director of Budget and Management shall review the levy Ordinances and use the best information available to determine whether or not the levy Ordinances will comply with the provisions of this paragraph.

4. The District shall file with the Director of Budget and Management of the City, a copy of the annual audit of the District within thirty (30) days after it has been filed with the Secretary of the District.

5. The District shall pass an Ordinance requiring that every corporation, company and association which is not incorporated under the laws of this State and which is engaged in effecting fire insurance in the District shall pay to the Springfield City Treasurer or to the Secretary of the District who shall turn over to the Springfield City Treasurer a fire tax or license fee of two percent (2%) of the gross receipts received from the fire insurance upon the property within the District, this

fire tax or license fee shall be for the maintenance and use of the Springfield Fire Department. This District shall use its best efforts to collect the fire tax or license fee and shall pay or cause to be paid over to the Springfield City Treasurer the tax or fee received by it in addition to the other payments required under paragraph three of this Contract.

6. The District has given notice to the City of the boundaries of the District, the boundaries having been shown on the map attached to the first Contract entered into between the parties, and shall give prompt notice to the City of any future change in the boundaries of the District by providing the City with an updated map within sixty (60) days after a change in boundaries.

7. The City shall indemnify the District from any liability it may incur or suffer under the Illinois Workers' Compensation Act from the death of or any injury to an employee of the City while rendering fire service in pursuance of this Contract. The City shall carry insurance with limits of \$250,000/\$500,000 for bodily injury and \$100,000 for property damage insuring the City against liability it may incur or suffer from the operation of motor vehicles by members of its Fire Department while in the performance of this Contract. The City shall indemnify the District from any liability the District may incur or suffer from the operation of motor vehicles by members of the Springfield Fire Department while in the performance of this Contract.

8. This Contract shall terminate on February 29, 2024^{26 KM}. The Contract may be terminated earlier by the City upon delivery of a sixty (60) days written notice to the District effective at the end of the closest Contract fiscal year. Upon early termination of this agreement the District shall pay such prorated amounts as are due and owing for the fire protection services performed based on the number of months the Contract was in effect. The City shall not be obligated or required to furnish fire protection to the District after termination of the Contract.

9. If fire protection services are terminated for any reason or this Contract is not renewed, both parties shall notify the Chicago Office of the Illinois Insurance Services Office.

10. The City has adopted the 2006 International Fire Code, with certain modifications as provided in the City's Code of Ordinances, and has previously adopted the NFPA 101 Life Safety Code, 2000 Edition (collectively "Code").

15. The District shall adopt and enforce the same Code within ninety (90) days of notice of such adoption by the City. Fire Code violations discovered by the City in the District shall be forwarded for enforcement purposes in writing to the attorney representing the District. Signature of this Agreement by District is an acknowledgment of notice provided as to the current Code.

12. In the event that the City adopts any future editions of the Code, then the District shall adopt the same within ninety (90) days of notice of such adoption by the City.

13. The District shall establish an educational effort to encourage and promote composting, recycling and mulching of yard waste, including leaves, as an alternative to burning. The District will adopt a board resolution calling for District residents to follow a voluntary burn ban within District. The District will advise the City of steps taken by the District to promote composting, recycling and mulching of yard waste and leaves as an alternative to burning.

14. The City shall report to the State Fire Marshall Office all fire incidents via the National Fire Incident Reporting System (NFIRS).

IN WITNESS WHEREOF, the District has caused this Contract to be signed and sealed on its behalf by the President of its Board of Trustees with the attestation of its Secretary, pursuant to a Resolution adopted by the Board of Trustees of the District at a meeting held January 9, 2024, and the City has caused this Contract to be signed and sealed on its behalf by the Mayor with the attestation of the City Clerk, pursuant to the provisions of "AN ORDINANCE RELATING TO FIRE DEPARTMENT SERVICES OUTSIDE THE CITY LIMITS," passed July 26, 1949, as amended, and an Ordinance adopted _____, 2024.

CURRAN FIRE PROTECTION DISTRICT

DATED: January 9, 2024

BY: Dale Emerson
President

ATTEST: Paul Rice
Secretary

CITY OF SPRINGFIELD, ILLINOIS

DATED: _____

BY: _____
Mayor GEM

ATTEST: _____
City Clerk

**CONTRACT FOR FIRE PROTECTION SERVICES
TO THE EASTSIDE FIRE PROTECTION DISTRICT**

THIS CONTRACT, entered into between the **EASTSIDE** Fire Protection District, duly organized as a fire protection district under the laws of the State of Illinois, and referred to in this Contract as the “District” and the City of Springfield, a municipal corporation, and referred to in this Contract as the “City”.

IN CONSIDERATION of the Contract, the parties agree to the following:

1. From February 29, 2024, to February 28, 2026, the City shall furnish to the District emergency fire protection services of its Fire Department. Said services include emergency response to structure, vehicle and wild land fires, investigation of these fires, response to emergency medical calls, rescues and hazardous material incidents. Fire prevention activities such as code enforcement and public education services shall not be provided under this Agreement.

2. The City shall not be held liable for any loss or damage because of its failure to extinguish fires within the District.

3. The District shall pass and file levy Ordinances which will require a tax levy upon all taxable property within the District in an amount that will equal at least the full cash value of all the real property within the District, as equalized or assessed by the Department of Revenue of the State of Illinois for State and County Tax purposes for each year during the term of the contract multiplied by the maximum rate allowed by law; and the District shall pay to the City Treasurer any amounts realized from said tax levy within thirty (30) days after the collection of the tax; provided that cash credit on payments for the administrative expenses contemplated by the laws of Illinois for the District may be deducted from the amount collected. In complying with the provisions of this paragraph, the District and its Trustees shall use the best information and data available and shall not be liable for any action or omissions as long as the District and its Trustees act in good faith and proceed in a reasonable manner to perform the obligations contained in this Contract. The District shall not pass and file the levy Ordinances until they have been submitted to and approved by the Director of Budget and Management of the City; the District shall provide the Director of Budget and Management a copy of the proposed levy Ordinances no less than thirty (30) days before their scheduled dates of passage; the Director of Budget and Management shall review the levy Ordinances and use the best information available to determine whether or not the levy Ordinances will comply with the provisions of this paragraph.

4. The District shall file with the Director of Budget and Management of the City, a copy of the annual audit of the District within thirty (30) days after it has been filed with the Secretary of the District.

5. The District shall pass an Ordinance requiring that every corporation, company and association which is not incorporated under the laws of this State and which is engaged in effecting fire insurance in the District shall pay to the Springfield City Treasurer or to the Secretary of the District who shall turn over to the Springfield City Treasurer a fire tax or license fee of two percent (2%) of the gross receipts received from the fire insurance upon the property within the District, this

fire tax or license fee shall be for the maintenance and use of the Springfield Fire Department. This District shall use its best efforts to collect the fire tax or license fee and shall pay or cause to be paid over to the Springfield City Treasurer the tax or fee received by it in addition to the other payments required under paragraph three of this Contract.

6. The District has given notice to the City of the boundaries of the District, the boundaries having been shown on the map attached to the first Contract entered into between the parties, and shall give prompt notice to the City of any future change in the boundaries of the District by providing the City with an updated map within sixty (60) days after a change in boundaries.

7. The City shall indemnify the District from any liability it may incur or suffer under the Illinois Workers' Compensation Act from the death of or any injury to an employee of the City while rendering fire service in pursuance of this Contract. The City shall carry insurance with limits of \$250,000/\$500,000 for bodily injury and \$100,000 for property damage insuring the City against liability it may incur or suffer from the operation of motor vehicles by members of its Fire Department while in the performance of this Contract. The City shall indemnify the District from any liability the District may incur or suffer from the operation of motor vehicles by members of the Springfield Fire Department while in the performance of this Contract.

8. This Contract shall terminate on February 29, 2024^{26 KM}. The Contract may be terminated earlier by the City upon delivery of a sixty (60) days written notice to the District effective at the end of the closest Contract fiscal year. Upon early termination of this agreement the District shall pay such prorated amounts as are due and owing for the fire protection services performed based on the number of months the Contract was in effect. The City shall not be obligated or required to furnish fire protection to the District after termination of the Contract.

9. If fire protection services are terminated for any reason or this Contract is not renewed, both parties shall notify the Chicago Office of the Illinois Insurance Services Office.

10. The City has adopted the 2006 International Fire Code, with certain modifications as provided in the City's Code of Ordinances, and has previously adopted the NFPA 101 Life Safety Code, 2000 Edition (collectively "Code").

15. The District shall adopt and enforce the same Code within ninety (90) days of notice of such adoption by the City. Fire Code violations discovered by the City in the District shall be forwarded for enforcement purposes in writing to the attorney representing the District. Signature of this Agreement by District is an acknowledgment of notice provided as to the current Code.

12. In the event that the City adopts any future editions of the Code, then the District shall adopt the same within ninety (90) days of notice of such adoption by the City.

13. The District shall establish an educational effort to encourage and promote composting, recycling and mulching of yard waste, including leaves, as an alternative to burning. The District will adopt a board resolution calling for District residents to follow a voluntary burn ban within District. The District will advise the City of steps taken by the District to promote composting, recycling and mulching of yard waste and leaves as an alternative to burning.

14. The City shall report to the State Fire Marshall Office all fire incidents via the National Fire Incident Reporting System (NFIRS).

IN WITNESS WHEREOF, the District has caused this Contract to be signed and sealed on its behalf by the President of its Board of Trustees with the attestation of its Secretary, pursuant to a Resolution, adopted by the Board of Trustees of the District at a meeting held January 10, 2024, and the City has caused this Contract to be signed and sealed on its behalf by the Mayor with the attestation of the City Clerk, pursuant to the provisions of "AN ORDINANCE RELATING TO FIRE DEPARTMENT SERVICES OUTSIDE THE CITY LIMITS," passed July 26, 1949, as amended, and an Ordinance adopted _____, 2024.

EASTSIDE FIRE PROTECTION DISTRICT

DATED: January 10, 24

BY: [Signature]
President

ATTEST:
[Signature]
Secretary

CITY OF SPRINGFIELD, ILLINOIS

DATED: _____

BY: _____
Mayor GEM

ATTEST:

City Clerk

**CONTRACT FOR FIRE PROTECTION SERVICES
TO THE NORTHSIDE FIRE PROTECTION DISTRICT**

THIS CONTRACT, entered into between the **NORTHSIDE** Fire Protection District, duly organized as a fire protection district under the laws of the State of Illinois, and referred to in this Contract as the “District” and the City of Springfield, a municipal corporation, and referred to in this Contract as the “City”.

IN CONSIDERATION of the Contract, the parties agree to the following:

1. From February 29, 2024, to February 28, 2026, the City shall furnish to the District emergency fire protection services of its Fire Department. Said services include emergency response to structure, vehicle and wild land fires, investigation of these fires, response to emergency medical calls, rescues and hazardous material incidents. Fire prevention activities such as code enforcement and public education services shall not be provided under this Agreement.

2. The City shall not be held liable for any loss or damage because of its failure to extinguish fires within the District.

3. The District shall pass and file levy Ordinances which will require a tax levy upon all taxable property within the District in an amount that will equal at least the full cash value of all the real property within the District, as equalized or assessed by the Department of Revenue of the State of Illinois for State and County Tax purposes for each year during the term of the contract multiplied by the maximum rate allowed by law; and the District shall pay to the City Treasurer any amounts realized from said tax levy within thirty (30) days after the collection of the tax; provided that cash credit on payments for the administrative expenses contemplated by the laws of Illinois for the District may be deducted from the amount collected. In complying with the provisions of this paragraph, the District and its Trustees shall use the best information and data available and shall not be liable for any action or omissions as long as the District and its Trustees act in good faith and proceed in a reasonable manner to perform the obligations contained in this Contract. The District shall not pass and file the levy Ordinances until they have been submitted to and approved by the Director of Budget and Management of the City; the District shall provide the Director of Budget and Management a copy of the proposed levy Ordinances no less than thirty (30) days before their scheduled dates of passage; the Director of Budget and Management shall review the levy Ordinances and use the best information available to determine whether or not the levy Ordinances will comply with the provisions of this paragraph.

4. The District shall file with the Director of Budget and Management of the City, a copy of the annual audit of the District within thirty (30) days after it has been filed with the Secretary of the District.

5. The District shall pass an Ordinance requiring that every corporation, company and association which is not incorporated under the laws of this State and which is engaged in effecting fire insurance in the District shall pay to the Springfield City Treasurer or to the Secretary of the District who shall turn over to the Springfield City Treasurer a fire tax or license fee of two percent (2%) of the gross receipts received from the fire insurance upon the property within the District, this

fire tax or license fee shall be for the maintenance and use of the Springfield Fire Department. This District shall use its best efforts to collect the fire tax or license fee and shall pay or cause to be paid over to the Springfield City Treasurer the tax or fee received by it in addition to the other payments required under paragraph three of this Contract.

6. The District has given notice to the City of the boundaries of the District, the boundaries having been shown on the map attached to the first Contract entered into between the parties, and shall give prompt notice to the City of any future change in the boundaries of the District by providing the City with an updated map within sixty (60) days after a change in boundaries.

7. The City shall indemnify the District from any liability it may incur or suffer under the Illinois Workers' Compensation Act from the death of or any injury to an employee of the City while rendering fire service in pursuance of this Contract. The City shall carry insurance with limits of \$250,000/\$500,000 for bodily injury and \$100,000 for property damage insuring the City against liability it may incur or suffer from the operation of motor vehicles by members of its Fire Department while in the performance of this Contract. The City shall indemnify the District from any liability the District may incur or suffer from the operation of motor vehicles by members of the Springfield Fire Department while in the performance of this Contract.

8. This Contract shall terminate on February 29, 2024^{2024 K21}. The Contract may be terminated earlier by the City upon delivery of a sixty (60) days written notice to the District effective at the end of the closest Contract fiscal year. Upon early termination of this agreement the District shall pay such prorated amounts as are due and owing for the fire protection services performed based on the number of months the Contract was in effect. The City shall not be obligated or required to furnish fire protection to the District after termination of the Contract.

9. If fire protection services are terminated for any reason or this Contract is not renewed, both parties shall notify the Chicago Office of the Illinois Insurance Services Office.

10. The City has adopted the 2006 International Fire Code, with certain modifications as provided in the City's Code of Ordinances, and has previously adopted the NFPA 101 Life Safety Code, 2000 Edition (collectively "Code").

15. The District shall adopt and enforce the same Code within ninety (90) days of notice of such adoption by the City. Fire Code violations discovered by the City in the District shall be forwarded for enforcement purposes in writing to the attorney representing the District. Signature of this Agreement by District is an acknowledgment of notice provided as to the current Code.

12. In the event that the City adopts any future editions of the Code, then the District shall adopt the same within ninety (90) days of notice of such adoption by the City.

13. The District shall establish an educational effort to encourage and promote composting, recycling and mulching of yard waste, including leaves, as an alternative to burning. The District will adopt a board resolution calling for District residents to follow a voluntary burn ban within District. The District will advise the City of steps taken by the District to promote composting, recycling and mulching of yard waste and leaves as an alternative to burning.

14. The City shall report to the State Fire Marshall Office all fire incidents via the National Fire Incident Reporting System (NFIRS).

IN WITNESS WHEREOF, the District has caused this Contract to be signed and sealed on its behalf by the President of its Board of Trustees with the attestation of its Secretary, pursuant to a Resolution, adopted by the Board of Trustees of the District at a meeting held July 11, 2024, and the City has caused this Contract to be signed and sealed on its behalf by the Mayor with the attestation of the City Clerk, pursuant to the provisions of "AN ORDINANCE RELATING TO FIRE DEPARTMENT SERVICES OUTSIDE THE CITY LIMITS," passed July 26, 1949, as amended, and an Ordinance adopted _____, 2024.

NORTHSIDE FIRE PROTECTION DISTRICT

DATED: July 11, 2024

BY: Cinda Souxamon
President

ATTEST:
[Signature]
Secretary

CITY OF SPRINGFIELD, ILLINOIS

DATED: _____

BY: _____
Mayor GEM

ATTEST:

City Clerk

**CONTRACT FOR FIRE PROTECTION SERVICES
TO THE SOUTH OAK KNOLLS FIRE PROTECTION DISTRICT**

THIS CONTRACT, entered into between the **SOUTH OAK KNOLLS** Fire Protection District, duly organized as a fire protection district under the laws of the State of Illinois, and referred to in this Contract as the “District” and the City of Springfield, a municipal corporation, and referred to in this Contract as the “City”.

IN CONSIDERATION of the Contract, the parties agree to the following:

1. From February 29, 2024, to February 28, 2026, the City shall furnish to the District emergency fire protection services of its Fire Department. Said services include emergency response to structure, vehicle and wild land fires, investigation of these fires, response to emergency medical calls, rescues and hazardous material incidents. Fire prevention activities such as code enforcement and public education services shall not be provided under this Agreement.

2. The City shall not be held liable for any loss or damage because of its failure to extinguish fires within the District.

3. The District shall pass and file levy Ordinances which will require a tax levy upon all taxable property within the District in an amount that will equal at least the full cash value of all the real property within the District, as equalized or assessed by the Department of Revenue of the State of Illinois for State and County Tax purposes for each year during the term of the contract multiplied by the maximum rate allowed by law; and the District shall pay to the City Treasurer any amounts realized from said tax levy within thirty (30) days after the collection of the tax; provided that cash credit on payments for the administrative expenses contemplated by the laws of Illinois for the District may be deducted from the amount collected. In complying with the provisions of this paragraph, the District and its Trustees shall use the best information and data available and shall not be liable for any action or omissions as long as the District and its Trustees act in good faith and proceed in a reasonable manner to perform the obligations contained in this Contract. The District shall not pass and file the levy Ordinances until they have been submitted to and approved by the Director of Budget and Management of the City; the District shall provide the Director of Budget and Management a copy of the proposed levy Ordinances no less than thirty (30) days before their scheduled dates of passage; the Director of Budget and Management shall review the levy Ordinances and use the best information available to determine whether or not the levy Ordinances will comply with the provisions of this paragraph.

4. The District shall file with the Director of Budget and Management of the City, a copy of the annual audit of the District within thirty (30) days after it has been filed with the Secretary of the District.

5. The District shall pass an Ordinance requiring that every corporation, company and association which is not incorporated under the laws of this State and which is engaged in effecting fire insurance in the District shall pay to the Springfield City Treasurer or to the Secretary of the District who shall turn over to the Springfield City Treasurer a fire tax or license fee of two percent (2%) of the gross receipts received from the fire insurance upon the property within the District, this

fire tax or license fee shall be for the maintenance and use of the Springfield Fire Department. This District shall use its best efforts to collect the fire tax or license fee and shall pay or cause to be paid over to the Springfield City Treasurer the tax or fee received by it in addition to the other payments required under paragraph three of this Contract.

6. The District has given notice to the City of the boundaries of the District, the boundaries having been shown on the map attached to the first Contract entered into between the parties, and shall give prompt notice to the City of any future change in the boundaries of the District by providing the City with an updated map within sixty (60) days after a change in boundaries.

7. The City shall indemnify the District from any liability it may incur or suffer under the Illinois Workers' Compensation Act from the death of or any injury to an employee of the City while rendering fire service in pursuance of this Contract. The City shall carry insurance with limits of \$250,000/\$500,000 for bodily injury and \$100,000 for property damage insuring the City against liability it may incur or suffer from the operation of motor vehicles by members of its Fire Department while in the performance of this Contract. The City shall indemnify the District from any liability the District may incur or suffer from the operation of motor vehicles by members of the Springfield Fire Department while in the performance of this Contract.

8. This Contract shall terminate on February 29, 2024^{28 APR}. The Contract may be terminated earlier by the City upon delivery of a sixty (60) days written notice to the District effective at the end of the closest Contract fiscal year. Upon early termination of this agreement the District shall pay such prorated amounts as are due and owing for the fire protection services performed based on the number of months the Contract was in effect. The City shall not be obligated or required to furnish fire protection to the District after termination of the Contract.

9. If fire protection services are terminated for any reason or this Contract is not renewed, both parties shall notify the Chicago Office of the Illinois Insurance Services Office.

10. The City has adopted the 2006 International Fire Code, with certain modifications as provided in the City's Code of Ordinances, and has previously adopted the NFPA 101 Life Safety Code, 2000 Edition (collectively "Code").

15. The District shall adopt and enforce the same Code within ninety (90) days of notice of such adoption by the City. Fire Code violations discovered by the City in the District shall be forwarded for enforcement purposes in writing to the attorney representing the District. Signature of this Agreement by District is an acknowledgment of notice provided as to the current Code.

12. In the event that the City adopts any future editions of the Code, then the District shall adopt the same within ninety (90) days of notice of such adoption by the City.

13. The District shall establish an educational effort to encourage and promote composting, recycling and mulching of yard waste, including leaves, as an alternative to burning. The District will adopt a board resolution calling for District residents to follow a voluntary burn ban within District. The District will advise the City of steps taken by the District to promote composting, recycling and mulching of yard waste and leaves as an alternative to burning.

14. The City shall report to the State Fire Marshall Office all fire incidents via the National Fire Incident Reporting System (NFIRS).

IN WITNESS WHEREOF, the District has caused this Contract to be signed and sealed on its behalf by the President of its Board of Trustees with the attestation of its Secretary, pursuant to a Resolution, adopted by the Board of Trustees of the District at a meeting held August 13, 2024, and the City has caused this Contract to be signed and sealed on its behalf by the Mayor with the attestation of the City Clerk, pursuant to the provisions of "AN ORDINANCE RELATING TO FIRE DEPARTMENT SERVICES OUTSIDE THE CITY LIMITS," passed July 26, 1949, as amended, and an Ordinance adopted _____, 2024.

SOUTH OAK KNOLLS FIRE PROTECTION DISTRICT

DATED: August 12, 2024

BY: 
President

ATTEST:


Secretary

CITY OF SPRINGFIELD, ILLINOIS

DATED: _____

BY: _____
Mayor GEM

ATTEST:

City Clerk

**CONTRACT FOR FIRE PROTECTION SERVICES
TO THE WOODSIDE FIRE PROTECTION DISTRICT**

THIS CONTRACT, entered into between the **WOODSIDE** Fire Protection District, duly organized as a fire protection district under the laws of the State of Illinois, and referred to in this Contract as the “District” and the City of Springfield, a municipal corporation, and referred to in this Contract as the “City”.

IN CONSIDERATION of the Contract, the parties agree to the following:

1. From February 29, 2024, to February 28, 2026, the City shall furnish to the District emergency fire protection services of its Fire Department. Said services include emergency response to structure, vehicle and wild land fires, investigation of these fires, response to emergency medical calls, rescues and hazardous material incidents. Fire prevention activities such as code enforcement and public education services shall not be provided under this Agreement.

2. The City shall not be held liable for any loss or damage because of its failure to extinguish fires within the District.

3. The District shall pass and file levy Ordinances which will require a tax levy upon all taxable property within the District in an amount that will equal at least the full cash value of all the real property within the District, as equalized or assessed by the Department of Revenue of the State of Illinois for State and County Tax purposes for each year during the term of the contract multiplied by the maximum rate allowed by law; and the District shall pay to the City Treasurer any amounts realized from said tax levy within thirty (30) days after the collection of the tax; provided that cash credit on payments for the administrative expenses contemplated by the laws of Illinois for the District may be deducted from the amount collected. In complying with the provisions of this paragraph, the District and its Trustees shall use the best information and data available and shall not be liable for any action or omissions as long as the District and its Trustees act in good faith and proceed in a reasonable manner to perform the obligations contained in this Contract. The District shall not pass and file the levy Ordinances until they have been submitted to and approved by the Director of Budget and Management of the City; the District shall provide the Director of Budget and Management a copy of the proposed levy Ordinances no less than thirty (30) days before their scheduled dates of passage; the Director of Budget and Management shall review the levy Ordinances and use the best information available to determine whether or not the levy Ordinances will comply with the provisions of this paragraph.

4. The District shall file with the Director of Budget and Management of the City, a copy of the annual audit of the District within thirty (30) days after it has been filed with the Secretary of the District.

5. The District shall pass an Ordinance requiring that every corporation, company and association which is not incorporated under the laws of this State and which is engaged in effecting fire insurance in the District shall pay to the Springfield City Treasurer or to the Secretary of the District who shall turn over to the Springfield City Treasurer a fire tax or license fee of two percent (2%) of the gross receipts received from the fire insurance upon the property within the District, this

fire tax or license fee shall be for the maintenance and use of the Springfield Fire Department. This District shall use its best efforts to collect the fire tax or license fee and shall pay or cause to be paid over to the Springfield City Treasurer the tax or fee received by it in addition to the other payments required under paragraph three of this Contract.

6. The District has given notice to the City of the boundaries of the District, the boundaries having been shown on the map attached to the first Contract entered into between the parties, and shall give prompt notice to the City of any future change in the boundaries of the District by providing the City with an updated map within sixty (60) days after a change in boundaries.

7. The City shall indemnify the District from any liability it may incur or suffer under the Illinois Workers' Compensation Act from the death of or any injury to an employee of the City while rendering fire service in pursuance of this Contract. The City shall carry insurance with limits of \$250,000/\$500,000 for bodily injury and \$100,000 for property damage insuring the City against liability it may incur or suffer from the operation of motor vehicles by members of its Fire Department while in the performance of this Contract. The City shall indemnify the District from any liability the District may incur or suffer from the operation of motor vehicles by members of the Springfield Fire Department while in the performance of this Contract.

8. This Contract shall terminate on February 29, 2024^{26 PM}. The Contract may be terminated earlier by the City upon delivery of a sixty (60) days written notice to the District effective at the end of the closest Contract fiscal year. Upon early termination of this agreement the District shall pay such prorated amounts as are due and owing for the fire protection services performed based on the number of months the Contract was in effect. The City shall not be obligated or required to furnish fire protection to the District after termination of the Contract.

9. If fire protection services are terminated for any reason or this Contract is not renewed, both parties shall notify the Chicago Office of the Illinois Insurance Services Office.

10. The City has adopted the 2006 International Fire Code, with certain modifications as provided in the City's Code of Ordinances, and has previously adopted the NFPA 101 Life Safety Code, 2000 Edition (collectively "Code").

15. The District shall adopt and enforce the same Code within ninety (90) days of notice of such adoption by the City. Fire Code violations discovered by the City in the District shall be forwarded for enforcement purposes in writing to the attorney representing the District. Signature of this Agreement by District is an acknowledgment of notice provided as to the current Code.

12. In the event that the City adopts any future editions of the Code, then the District shall adopt the same within ninety (90) days of notice of such adoption by the City.

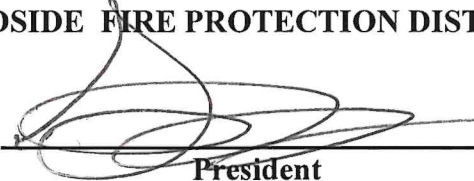
13. The District shall establish an educational effort to encourage and promote composting, recycling and mulching of yard waste, including leaves, as an alternative to burning. The District will adopt a board resolution calling for District residents to follow a voluntary burn ban within District. The District will advise the City of steps taken by the District to promote composting, recycling and mulching of yard waste and leaves as an alternative to burning.

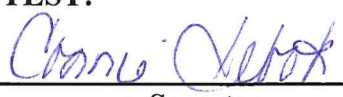
14. The City shall report to the State Fire Marshall Office all fire incidents via the National Fire Incident Reporting System (NFIRS).

IN WITNESS WHEREOF, the District has caused this Contract to be signed and sealed on its behalf by the President of its Board of Trustees with the attestation of its Secretary, pursuant to a Resolution, adopted by the Board of Trustees of the District at a meeting held August 12, 2024, and the City has caused this Contract to be signed and sealed on its behalf by the Mayor with the attestation of the City Clerk, pursuant to the provisions of "AN ORDINANCE RELATING TO FIRE DEPARTMENT SERVICES OUTSIDE THE CITY LIMITS," passed July 26, 1949, as amended, and an Ordinance adopted _____, 2024.

WOODSIDE FIRE PROTECTION DISTRICT

DATED: _____

BY:  _____
President

ATTEST:


Secretary

CITY OF SPRINGFIELD, ILLINOIS

DATED: _____

BY: _____
Mayor 

ATTEST:

City Clerk

**CONTRACT FOR FIRE PROTECTION SERVICES
TO THE SOUTHLAWN FIRE PROTECTION DISTRICT**

THIS CONTRACT, entered into between the **SOUTHLAWN** Fire Protection District, duly organized as a fire protection district under the laws of the State of Illinois, and referred to in this Contract as the “District” and the City of Springfield, a municipal corporation, and referred to in this Contract as the “City”.

IN CONSIDERATION of the Contract, the parties agree to the following:

1. From February 29, 2024, to February 28, 2026, the City shall furnish to the District emergency fire protection services of its Fire Department. Said services include emergency response to structure, vehicle and wild land fires, investigation of these fires, response to emergency medical calls, rescues and hazardous material incidents. Fire prevention activities such as code enforcement and public education services shall not be provided under this Agreement.

2. The City shall not be held liable for any loss or damage because of its failure to extinguish fires within the District.

3. The District shall pass and file levy Ordinances which will require a tax levy upon all taxable property within the District in an amount that will equal at least the full cash value of all the real property within the District, as equalized or assessed by the Department of Revenue of the State of Illinois for State and County Tax purposes for each year during the term of the contract multiplied by the maximum rate allowed by law; and the District shall pay to the City Treasurer any amounts realized from said tax levy within thirty (30) days after the collection of the tax; provided that cash credit on payments for the administrative expenses contemplated by the laws of Illinois for the District may be deducted from the amount collected. In complying with the provisions of this paragraph, the District and its Trustees shall use the best information and data available and shall not be liable for any action or omissions as long as the District and its Trustees act in good faith and proceed in a reasonable manner to perform the obligations contained in this Contract. The District shall not pass and file the levy Ordinances until they have been submitted to and approved by the Director of Budget and Management of the City; the District shall provide the Director of Budget and Management a copy of the proposed levy Ordinances no less than thirty (30) days before their scheduled dates of passage; the Director of Budget and Management shall review the levy Ordinances and use the best information available to determine whether or not the levy Ordinances will comply with the provisions of this paragraph.

4. The District shall file with the Director of Budget and Management of the City, a copy of the annual audit of the District within thirty (30) days after it has been filed with the Secretary of the District.

5. The District shall pass an Ordinance requiring that every corporation, company and association which is not incorporated under the laws of this State and which is engaged in effecting fire insurance in the District shall pay to the Springfield City Treasurer or to the Secretary of the District who shall turn over to the Springfield City Treasurer a fire tax or license fee of two percent (2%) of the gross receipts received from the fire insurance upon the property within the District, this

fire tax or license fee shall be for the maintenance and use of the Springfield Fire Department. This District shall use its best efforts to collect the fire tax or license fee and shall pay or cause to be paid over to the Springfield City Treasurer the tax or fee received by it in addition to the other payments required under paragraph three of this Contract.

6. The District has given notice to the City of the boundaries of the District, the boundaries having been shown on the map attached to the first Contract entered into between the parties, and shall give prompt notice to the City of any future change in the boundaries of the District by providing the City with an updated map within sixty (60) days after a change in boundaries.

7. The City shall indemnify the District from any liability it may incur or suffer under the Illinois Workers' Compensation Act from the death of or any injury to an employee of the City while rendering fire service in pursuance of this Contract. The City shall carry insurance with limits of \$250,000/\$500,000 for bodily injury and \$100,000 for property damage insuring the City against liability it may incur or suffer from the operation of motor vehicles by members of its Fire Department while in the performance of this Contract. The City shall indemnify the District from any liability the District may incur or suffer from the operation of motor vehicles by members of the Springfield Fire Department while in the performance of this Contract.

8. This Contract shall terminate on February 29, 2024^{26 KM}. The Contract may be terminated earlier by the City upon delivery of a sixty (60) days written notice to the District effective at the end of the closest Contract fiscal year. Upon early termination of this agreement the District shall pay such prorated amounts as are due and owing for the fire protection services performed based on the number of months the Contract was in effect. The City shall not be obligated or required to furnish fire protection to the District after termination of the Contract.

9. If fire protection services are terminated for any reason or this Contract is not renewed, both parties shall notify the Chicago Office of the Illinois Insurance Services Office.

10. The City has adopted the 2006 International Fire Code, with certain modifications as provided in the City's Code of Ordinances, and has previously adopted the NFPA 101 Life Safety Code, 2000 Edition (collectively "Code").

15. The District shall adopt and enforce the same Code within ninety (90) days of notice of such adoption by the City. Fire Code violations discovered by the City in the District shall be forwarded for enforcement purposes in writing to the attorney representing the District. Signature of this Agreement by District is an acknowledgment of notice provided as to the current Code.

12. In the event that the City adopts any future editions of the Code, then the District shall adopt the same within ninety (90) days of notice of such adoption by the City.

13. The District shall establish an educational effort to encourage and promote composting, recycling and mulching of yard waste, including leaves, as an alternative to burning. The District will adopt a board resolution calling for District residents to follow a voluntary burn ban within District. The District will advise the City of steps taken by the District to promote composting, recycling and mulching of yard waste and leaves as an alternative to burning.

14. The City shall report to the State Fire Marshall Office all fire incidents via the National Fire Incident Reporting System (NFIRS).

IN WITNESS WHEREOF, the District has caused this Contract to be signed and sealed on its behalf by the President of its Board of Trustees with the attestation of its Secretary, pursuant to a Resolution, adopted by the Board of Trustees of the District at a meeting held August 12, 2024, and the City has caused this Contract to be signed and sealed on its behalf by the Mayor with the attestation of the City Clerk, pursuant to the provisions of "AN **ORDINANCE RELATING TO FIRE DEPARTMENT SERVICES OUTSIDE THE CITY LIMITS**," passed July 26, 1949, as amended, and an Ordinance adopted _____, 2024.

SOUTHLAWN FIRE PROTECTION DISTRICT

DATED: August 12, 2024

BY: Victor L. Jones
President

ATTEST:

Trish Muehau
Secretary

CITY OF SPRINGFIELD, ILLINOIS

DATED: _____

BY: _____
Mayor *GEM*

ATTEST:

City Clerk

**CONTRACT FOR FIRE PROTECTION SERVICES
TO THE SOUTHSIDE FIRE PROTECTION DISTRICT**

THIS CONTRACT, entered into between the **SOUTHSIDE** Fire Protection District, duly organized as a fire protection district under the laws of the State of Illinois, and referred to in this Contract as the "District" and the City of Springfield, a municipal corporation, and referred to in this Contract as the "City".

IN CONSIDERATION of the Contract, the parties agree to the following:

1. From February 29, 2024, to February 28, 2026, the City shall furnish to the District emergency fire protection services of its Fire Department. Said services include emergency response to structure, vehicle and wild land fires, investigation of these fires, response to emergency medical calls, rescues and hazardous material incidents. Fire prevention activities such as code enforcement and public education services shall not be provided under this Agreement.

2. The City shall not be held liable for any loss or damage because of its failure to extinguish fires within the District.

3. The District shall pass and file levy Ordinances which will require a tax levy upon all taxable property within the District in an amount that will equal at least the full cash value of all the real property within the District, as equalized or assessed by the Department of Revenue of the State of Illinois for State and County Tax purposes for each year during the term of the contract multiplied by the maximum rate allowed by law; and the District shall pay to the City Treasurer any amounts realized from said tax levy within thirty (30) days after the collection of the tax; provided that cash credit on payments for the administrative expenses contemplated by the laws of Illinois for the District may be deducted from the amount collected. In complying with the provisions of this paragraph, the District and its Trustees shall use the best information and data available and shall not be liable for any action or omissions as long as the District and its Trustees act in good faith and proceed in a reasonable manner to perform the obligations contained in this Contract. The District shall not pass and file the levy Ordinances until they have been submitted to and approved by the Director of Budget and Management of the City; the District shall provide the Director of Budget and Management a copy of the proposed levy Ordinances no less than thirty (30) days before their scheduled dates of passage; the Director of Budget and Management shall review the levy Ordinances and use the best information available to determine whether or not the levy Ordinances will comply with the provisions of this paragraph.

4. The District shall file with the Director of Budget and Management of the City, a copy of the annual audit of the District within thirty (30) days after it has been filed with the Secretary of the District.

5. The District shall pass an Ordinance requiring that every corporation, company and association which is not incorporated under the laws of this State and which is engaged in effecting fire insurance in the District shall pay to the Springfield City Treasurer or to the Secretary of the District who shall turn over to the Springfield City Treasurer a fire tax or license fee of two percent (2%) of the gross receipts received from the fire insurance upon the property within the District, this

fire tax or license fee shall be for the maintenance and use of the Springfield Fire Department. This District shall use its best efforts to collect the fire tax or license fee and shall pay or cause to be paid over to the Springfield City Treasurer the tax or fee received by it in addition to the other payments required under paragraph three of this Contract.

6. The District has given notice to the City of the boundaries of the District, the boundaries having been shown on the map attached to the first Contract entered into between the parties, and shall give prompt notice to the City of any future change in the boundaries of the District by providing the City with an updated map within sixty (60) days after a change in boundaries.

7. The City shall indemnify the District from any liability it may incur or suffer under the Illinois Workers' Compensation Act from the death of or any injury to an employee of the City while rendering fire service in pursuance of this Contract. The City shall carry insurance with limits of \$250,000/\$500,000 for bodily injury and \$100,000 for property damage insuring the City against liability it may incur or suffer from the operation of motor vehicles by members of its Fire Department while in the performance of this Contract. The City shall indemnify the District from any liability the District may incur or suffer from the operation of motor vehicles by members of the Springfield Fire Department while in the performance of this Contract.

8. This Contract shall terminate on February ~~29~~^{28, 2026 KM} 2024. The Contract may be terminated earlier by the City upon delivery of a sixty (60) days written notice to the District effective at the end of the closest Contract fiscal year. Upon early termination of this agreement the District shall pay such prorated amounts as are due and owing for the fire protection services performed based on the number of months the Contract was in effect. The City shall not be obligated or required to furnish fire protection to the District after termination of the Contract.

9. If fire protection services are terminated for any reason or this Contract is not renewed, both parties shall notify the Chicago Office of the Illinois Insurance Services Office.

10. The City has adopted the 2006 International Fire Code, with certain modifications as provided in the City's Code of Ordinances, and has previously adopted the NFPA 101 Life Safety Code, 2000 Edition (collectively "Code").

15. The District shall adopt and enforce the same Code within ninety (90) days of notice of such adoption by the City. Fire Code violations discovered by the City in the District shall be forwarded for enforcement purposes in writing to the attorney representing the District. Signature of this Agreement by District is an acknowledgment of notice provided as to the current Code.

12. In the event that the City adopts any future editions of the Code, then the District shall adopt the same within ninety (90) days of notice of such adoption by the City.

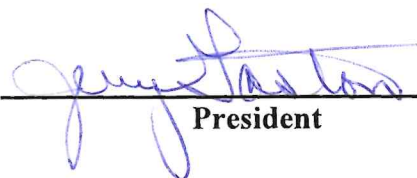
13. The District shall establish an educational effort to encourage and promote composting, recycling and mulching of yard waste, including leaves, as an alternative to burning. The District will adopt a board resolution calling for District residents to follow a voluntary burn ban within District. The District will advise the City of steps taken by the District to promote composting, recycling and mulching of yard waste and leaves as an alternative to burning.

14. The City shall report to the State Fire Marshall Office all fire incidents via the National Fire Incident Reporting System (NFIRS).

IN WITNESS WHEREOF, the District has caused this Contract to be signed and sealed on its behalf by the President of its Board of Trustees with the attestation of its Secretary, pursuant to a Resolution, adopted by the Board of Trustees of the District at a meeting held August 19, 2024, and the City has caused this Contract to be signed and sealed on its behalf by the Mayor with the attestation of the City Clerk, pursuant to the provisions of "AN ORDINANCE RELATING TO FIRE DEPARTMENT SERVICES OUTSIDE THE CITY LIMITS," passed July 26, 1949, as amended, and an Ordinance adopted _____, 2024.

SOUTHSIDE FIRE PROTECTION DISTRICT

DATED: 8/19/2024

BY: 
President

ATTEST:


Secretary

CITY OF SPRINGFIELD, ILLINOIS

DATED: _____

BY: _____
Mayor 

ATTEST:

City Clerk

**CONTRACT FOR FIRE PROTECTION SERVICES
TO THE LAKE SPRINGFIELD FIRE PROTECTION DISTRICT**

THIS CONTRACT, entered into between the **LAKE SPRINGFIELD** Fire Protection District, duly organized as a fire protection district under the laws of the State of Illinois, and referred to in this Contract as the "District" and the City of Springfield, a municipal corporation, and referred to in this Contract as the "City".

IN CONSIDERATION of the Contract, the parties agree to the following:

1. From February 29, 2024, to February 28, 2026, the City shall furnish to the District emergency fire protection services of its Fire Department. Said services include emergency response to structure, vehicle and wild land fires, investigation of these fires, response to emergency medical calls, rescues and hazardous material incidents. Fire prevention activities such as code enforcement and public education services shall not be provided under this Agreement.

2. The City shall not be held liable for any loss or damage because of its failure to extinguish fires within the District.

3. The District shall pass and file levy Ordinances which will require a tax levy upon all taxable property within the District in an amount that will equal at least the full cash value of all the real property within the District, as equalized or assessed by the Department of Revenue of the State of Illinois for State and County Tax purposes for each year during the term of the contract multiplied by the maximum rate allowed by law; and the District shall pay to the City Treasurer any amounts realized from said tax levy within thirty (30) days after the collection of the tax; provided that cash credit on payments for the administrative expenses contemplated by the laws of Illinois for the District may be deducted from the amount collected. In complying with the provisions of this paragraph, the District and its Trustees shall use the best information and data available and shall not be liable for any action or omissions as long as the District and its Trustees act in good faith and proceed in a reasonable manner to perform the obligations contained in this Contract. The District shall not pass and file the levy Ordinances until they have been submitted to and approved by the Director of Budget and Management of the City; the District shall provide the Director of Budget and Management a copy of the proposed levy Ordinances no less than thirty (30) days before their scheduled dates of passage; the Director of Budget and Management shall review the levy Ordinances and use the best information available to determine whether or not the levy Ordinances will comply with the provisions of this paragraph.

4. The District shall file with the Director of Budget and Management of the City, a copy of the annual audit of the District within thirty (30) days after it has been filed with the Secretary of the District.

5. The District shall pass an Ordinance requiring that every corporation, company and association which is not incorporated under the laws of this State and which is engaged in effecting fire insurance in the District shall pay to the Springfield City Treasurer or to the Secretary of the District who shall turn over to the Springfield City Treasurer a fire tax or license fee of two percent (2%) of the gross receipts received from the fire insurance upon the property within the District, this

fire tax or license fee shall be for the maintenance and use of the Springfield Fire Department. This District shall use its best efforts to collect the fire tax or license fee and shall pay or cause to be paid over to the Springfield City Treasurer the tax or fee received by it in addition to the other payments required under paragraph three of this Contract.

6. The District has given notice to the City of the boundaries of the District, the boundaries having been shown on the map attached to the first Contract entered into between the parties, and shall give prompt notice to the City of any future change in the boundaries of the District by providing the City with an updated map within sixty (60) days after a change in boundaries.

7. The City shall indemnify the District from any liability it may incur or suffer under the Illinois Workers' Compensation Act from the death of or any injury to an employee of the City while rendering fire service in pursuance of this Contract. The City shall carry insurance with limits of \$250,000/\$500,000 for bodily injury and \$100,000 for property damage insuring the City against liability it may incur or suffer from the operation of motor vehicles by members of its Fire Department while in the performance of this Contract. The City shall indemnify the District from any liability the District may incur or suffer from the operation of motor vehicles by members of the Springfield Fire Department while in the performance of this Contract.

8. This Contract shall terminate on February ^{28, 2026 KM} ~~29, 2024~~. The Contract may be terminated earlier by the City upon delivery of a sixty (60) days written notice to the District effective at the end of the closest Contract fiscal year. Upon early termination of this agreement the District shall pay such prorated amounts as are due and owing for the fire protection services performed based on the number of months the Contract was in effect. The City shall not be obligated or required to furnish fire protection to the District after termination of the Contract.

9. If fire protection services are terminated for any reason or this Contract is not renewed, both parties shall notify the Chicago Office of the Illinois Insurance Services Office.

10. The City has adopted the 2006 International Fire Code, with certain modifications as provided in the City's Code of Ordinances, and has previously adopted the NFPA 101 Life Safety Code, 2000 Edition (collectively "Code").

15. The District shall adopt and enforce the same Code within ninety (90) days of notice of such adoption by the City. Fire Code violations discovered by the City in the District shall be forwarded for enforcement purposes in writing to the attorney representing the District. Signature of this Agreement by District is an acknowledgment of notice provided as to the current Code.

12. In the event that the City adopts any future editions of the Code, then the District shall adopt the same within ninety (90) days of notice of such adoption by the City.

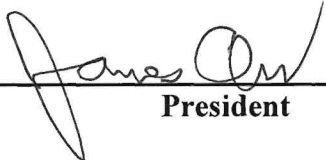
13. The District shall establish an educational effort to encourage and promote composting, recycling and mulching of yard waste, including leaves, as an alternative to burning. The District will adopt a board resolution calling for District residents to follow a voluntary burn ban within District. The District will advise the City of steps taken by the District to promote composting, recycling and mulching of yard waste and leaves as an alternative to burning.

14. The City shall report to the State Fire Marshall Office all fire incidents via the National Fire Incident Reporting System (NFIRS).

IN WITNESS WHEREOF, the District has caused this Contract to be signed and sealed on its behalf by the President of its Board of Trustees with the attestation of its Secretary, pursuant to a Resolution, adopted by the Board of Trustees of the District at a meeting held August 19, 2024, and the City has caused this Contract to be signed and sealed on its behalf by the Mayor with the attestation of the City Clerk, pursuant to the provisions of "AN ORDINANCE RELATING TO FIRE DEPARTMENT SERVICES OUTSIDE THE CITY LIMITS," passed July 26, 1949, as amended, and an Ordinance adopted _____, 2024.

LAKE SPRINGFIELD FIRE PROTECTION DISTRICT

DATED: 8/19/24

BY: 
President

ATTEST:

Secretary

CITY OF SPRINGFIELD, ILLINOIS

DATED: _____

BY: _____
Mayor GEM

ATTEST:

City Clerk

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 9/17/2024

OFFICE REQUESTING: Springfield Fire Department

CONTACT PERSON: Kateah McMasters

PHONE NUMBER: 789-2393

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:

AN ORDINANCE AUTHORIZING EXECUTION OF CONTRACTS FOR FIRE PROTECTION SERVICES WITH CURRAN, SOUTHSIDE, WOODSIDE, SOUTH OAK KNOLLS, SOUTHLAWN, EASTSIDE, LAKE SPRINGFIELD, NORTHSIDE AND WESTERN FIRE PROTECTION DISTRICTS FROM FEBRUARY 29, 2024, THROUGH FEBRUARY 28, 2026

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 _____

☐ Low Bid Meeting Specs☐ Exception: _____Is Purchasing Agent approval required? No ☐ Yes ☐☐ Low Evaluated Bid

Code Provision: _____

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						

COMMENTS

FIRE PROTECTION SERVICES WITH CURRAN, SOUTHSIDE, WOODSIDE, SOUTH OAK KNOLLS, SOUTHLAWN, EASTSIDE, LAKE SPRINGFIELD, NORTHSIDE AND WESTERN FIRE PROTECTION DISTRICTS FROM FEBRUARY 29, 2024, THROUGH FEBRUARY 28, 2026

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 9/17/2024

OFFICE REQUESTING: Springfield Fire Department

CONTACT PERSON: Kateah McMasters

PHONE NUMBER: 789-2393

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:

AN ORDINANCE AUTHORIZING EXECUTION OF CONTRACTS FOR FIRE PROTECTION SERVICES WITH CURRAN, SOUTHSIDE, WOODSIDE, SOUTH OAK KNOLLS, SOUTHLAWN, EASTSIDE, LAKE SPRINGFIELD, NORTHSIDE AND WESTERN FIRE PROTECTION DISTRICTS FROM FEBRUARY 29, 2024, THROUGH FEBRUARY 28, 2026

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope

Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

FIRE PROTECTION SERVICES WITH CURRAN, SOUTHSIDE, WOODSIDE, SOUTH OAK KNOLLS, SOUTHLAWN, EASTSIDE, LAKE SPRINGFIELD, NORTHSIDE AND WESTERN FIRE PROTECTION DISTRICTS FROM FEBRUARY 29, 2024, THROUGH FEBRUARY 28, 2026

SIGN OFF: _____

(Mayor's Signature)

6PM

(Director of OBM)

9/13/24

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH LATASHA MOORE-BLACK FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL LOCATED AT 816 S. 16th STREET IN THE AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, and 316-08-18 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS 19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on January 16, 2019; and

WHEREAS, the Request for Proposals CS 19-29 contained properties declared surplus by ordinances 016-01-17, 158-04-17, 378-09-18, and 316-08-18; and

WHEREAS, in response to the City's request for proposals CS 19-29, the City has received a proposal for purchase of one parcel in the \$500.00, said parcel being legally described on Exhibit A attached hereto; and

WHEREAS, it is in the best interests of the City to accept the bid and enter into an Agreement for Sale of City-owned property with Latasha Moore-Black consisting of one parcel located at 816 S. 16th Street, Springfield, Illinois 62703; and

WHEREAS, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

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

Section 1: That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 19-29 and authorizes execution of an Agreement for Sale of Property located at 816 S. 16th Street, with Latasha Moore-Black, legally described on attached Exhibit A in the amount of \$500.00.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

Section 3: That the Office of Budget and Management is hereby directed to deposit the amount of \$500.00 into revenue account 001-107-BMGT-ACCT-0242.

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/12/24

Office of Corporation Counsel / Date

2024-396

Exhibit A					
Parcel	Property	Pin	Bidder	Offer Amt	Legal Description
1	816 S 16th Springfield, IL 62703	14 35.0 306 006	Larasha Moore-Black	\$500.00	Lot 6 in Block 5 of JOHN H SPEARS ECONO ADDITION, SITUATED IN THE County of Sangamon and State of Illinois, Township CAPITAL, County of Sangamon, State of Illinois
Total				\$1,500	
				Zoning	Surplus RFP
				R-2	CS19-29

2024-396

709
715
719
729

820
807
810
815
819
823
827
829

905
907
909
913
921
927
931

708
714
718
724
730

801
806
810
812
814
816
822
824

901
903
905
907
919
921
925
929
934
939
949

S 15th St

S 16th St

1605
1611
1627
1631

E Lawrence Ave

800
804
808
812
814
816
818
820

E Cass St

900
906
912
920
922
924
926
928
1611
1613

E Clay St

1730
1705
1711
1723

E Lawrence Ave

1701
1705
1711
1715
1719
1723
1725

E Cass St

1701
1705
1711
1715
1719
1723
1725

E Clay St

1701
1705
1711
1715
1719
1723
1725

S Martin Luther King Jr Dr

14-35.0-306-006

Zoning Classification:
R-2 Single-Family and Duplex Residence
District

Zoning Dockets Attached:
N/A

Parent Parcels:
N/A

Addresses Found:
816 S 16TH ST

Zoom to

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

Tasha Moore-Black

Mailing Address

3522 N 37th Street, Milwaukee, WI 53209

Daytime Phone Number

Email Address

414-865-3464

moore.tasha32@yahoo.com

Resident of Springfield corporate limits? ☐ Yes ☒ No

VACANT LOT INFORMATION

Vacant Lot Address(es)

Vacant Lot Parcel Number(s)

816 S 16th Street

14-35.0-306-006

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- ☐ Adjacent Homeowner
 ☐ Adjacent Landlord/Property Owner
☐ Property Owner near the vacant lot
 ☐ Neighborhood Association or other organization
☐ Other (specify): _____

Address of your property:

- ☒ Same as my mailing address (listed in the Applicant Contact Information section)
☐ Different from my mailing address: _____

Do you rent or own your home? ☒ Rent ☐ Own

Your property is a:

- ☒ Residence ☐ Organization ☐ Business ☐ Other (specify): _____

Describe the intended use for the vacant lot.

I am not sure. Our family house sat on this lot & I want it back in the family.

Do you expect to invest any money to improve the vacant lot? If so, please explain.

yes but not sure

About how much money would you expect to spend (if any): \$ *not sure*

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

Do you owe delinquent property taxes?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Have you ever been cited for Housing Code Violations?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you have any debt owed to the City of Springfield?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500.00 per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Signature

Date

Latasha Moore-Black Latasha Moore-Black 8-9-24

ORDINANCE FACT SHEET

DATE OF 1st READING: 9.17.2024

OFFICE REQUESTING: OPED

CONTACT PERSON: MIKE LESKO

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

PHONE NUMBER: 217-789-2116 x 2613

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP CS19-29 AND EXECUTION OF AGREEMENT WITH LATASHA MOORE-BLACK, FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL AT 816 S 16TH ST (CONT BELOW)

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A Change in Scope Yes No

CONTRACT AMOUNT: N/A 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? Is Purchasing Agent approval attached?

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

REVENUE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	107	BMGT	ACCT	0242	\$500
2						
3						
4						

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

STAFF ANALYSIS

FOR AN AMOUNT OF \$500.00 FOR THE OFFICE OF BUDGET AND MANAGMENT

This is for the sale of on vacant lot at 816 S 16th Springfield, IL 62703 to Latasha Moore-Black.

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR: Yazell, Valera

Date:

CITY PURCHASING AGENT: Lesko, Mike

Date:

SIGN OFF: Mayor's Signature

Metzger, Ramona M. Director of OBM

The information supplied on this form is not confidential information.

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY TO ACCEPT,
EXECUTE AND SUPPLEMENTALLY APPROPRIATE LOCAL TOURISM AND
CONVENTION BUREAU GRANT NO. 25-751029 BEGINNING JULY 1, 2024
THROUGH JUNE 30, 2025 IN THE AMOUNT NOT TO EXCEED \$534,385.00 FOR
THE SPRINGFIELD CONVENTION AND VISITORS BUREAU**

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

WHEREAS, the Illinois Department of Commerce and Economic Opportunity has awarded Grant No. 25-751029, under the Local Tourism and Convention Bureau Grant Program, to the City of Springfield, Springfield Convention and Visitors Bureau for promotional activities designed to encourage travel to and within Illinois; and

WHEREAS, it is in the best interest of the City to accept this grant from the Illinois Department of Commerce and Economic Opportunity in the amount of \$534,385.00, beginning July 1, 2024 through June 30, 2025; and

WHEREAS, Springfield Convention and Visitors Bureau City is requesting a supplemental appropriation in the amount of \$534,385.00; and

WHEREAS, the agreement shall be located in the Office of the City Clerk and identified as Grant No. 25-751029.

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

Section 1: That the City Council hereby accepts Grant No. 25-751029 from the Illinois Department of Commerce and Economic Opportunity in the amount of \$534,385.00 for the City of Springfield, Springfield Convention and Visitors Bureau beginning July 1, 2024 through June 30, 2025. The Mayor and City Clerk are hereby authorized to execute said grant agreement and any other documents necessary regarding said grant on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as follows:

FROM REVENUE ACCCOUNT	AMOUNT
021-114-VIST-DCEO-1845	\$534,385.00
INTO EXPENDITURE ACCOUNTS	AMOUNT
021-114-VIST-VIST-1102	\$257,000.00
021-114-VIST-VIST-1402	\$9,804.00
021-114-VIST-VIST-1209	\$50,000.00
021-114-VIST-VIST-1226	\$217,581.00
TOTAL	\$534,385.00

Section 3: That this ordinance shall become effective immediately after its passage 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

 **9/13/24**

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

DATE OF 1st READING: 9/17/24

CONTACT PERSON: Krista Grant

OFFICE REQUESTING: Convention and Visitors Bureau

PHONE NUMBER: 217-789-2360

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

FISCAL IMPACT: \$534,385.00

SUGGESTED TITLE: An ordinance authorizing execution of an agreement with the Department of Commerce and Economic Opportunity to accept, execute & supplementally appropriate Local Tourism & Convention Bureau Grant #25-751029 agreement beginning July 1, 2024 to June 30, 2025 in the amount not to exceed \$534,385.

CONTRACTOR / VENDOR NAME: VENDOR NO:

CONTRACT TERM: 7.1.24 to 6.30.25 Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$534,385.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

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

Previous Ord #'s

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	DCEO	1845	\$534,385.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	VIST	1102	\$257,000.00
2	021	114	VIST	VIST	1402	\$9,804.00
3	021	114	VIST	VIST	1209	\$50,000.00
4	021	114	VIST	VIST	1226	\$217,581.00

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

E-mail attached from DCEO

STAFF ANALYSIS

Use program code LT25

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR: Dahl, Scott

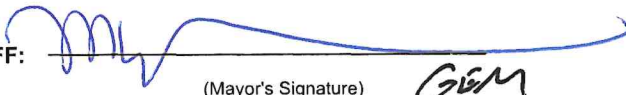
Digitally signed by Dahl, Scott
Date: 2024.08.30 14:35:25 -05'00'

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF:



(Mayor's Signature)

GEM

Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2024.09.03 16:41:38 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-397

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF THE YOUTH ECONOMIC OPPORTUNITIES INITIATIVE FOR THE STATE FISCAL YEAR 2025 FOR A 12 MONTH CONTINUATION GRANT IN THE AMOUNT OF \$283,451.00 FROM THE STATE OF ILLINOIS DEPARTMENT OF HUMAN SERVICES FOR FUNDING OF THE AMERICORPS PROGRAM, INCLUDING A CASH MATCH FROM THE CITY OF SPRINGFIELD IN THE AMOUNT OF \$50,780.00 AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FOR FY2025 OF NO MORE THAN \$151,218.00 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 State of Illinois Department of Human Services is willing to grant the City of Springfield a twelve month continuation of Grant No. FCSBY06686, in the amount of \$283,451.00, for funding the AmeriCorps Program for the period beginning August 2024, through July, 2025; and

WHEREAS, the AmeriCorps Program provides support for non-profits, focused on improving the economic status of the youth of Springfield; and

WHEREAS, the continuation of this includes a 18% cash match from the City of Springfield for administration, supplies, and FICA for member stipends, in an amount not to exceed \$198,730.00; and

WHEREAS, it is in the best interest of the City of Springfield to accept a twelve month continuance of Grant No. FCSBY06686 from the State of Illinois Department of Human Services; and

WHEREAS, a copy of the Grant Agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council of the City of Springfield, Illinois, hereby accepts the continuance of State of Illinois Department of Public Health Grant No. FCSAY06273 for the Office of Planning and Economic Development in the amount of \$283,450.00 for funding the AmeriCorps Program for the period beginning August 2024, through July, 2025. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield, Illinois.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
001-111-DEVL-AM07-2011	\$135,725.00

S:\WPDOCS\Ordinances\OPED\2024\Grants\IDHS AmeriCorps \$151,218.00.doc

INTO EXPENDITURE ACCOUNTS	AMOUNTS
001-111-DEVL-AM07-1103	\$114,759.00
001-111-DEVL-AM07-1108	\$8,779.00
001-111-DEVL-AM07-1218	\$23,357.00
001-111-DEVL-AM07-1219	\$758.00
001-111-DEVL-AM07-1229	\$905.00
001-111-DEVL-AM07-1402	\$1,330.00
001-111-DEVL-AM07-1413	\$1,330.00

Total: \$151,218.00

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

Section 4: That this ordinance shall become effective immediately upon its passage, recording by the City Clerk 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

 9/13/24
Office of Corporation Counsel/ Date

Section I Program Operating Costs		Total Amt	CNCS Share	Grantee Share
A	Personnel Expenses	\$ 22,500	\$ -	\$ 22,500
B	Personnel Fringes	\$ 1,721	\$ -	\$ 1,721
C	Travel	\$ -		\$ -
D	Equipment			\$ -
E	Supplies	\$ 4,560	\$ 4,560	\$ -
F	Contractual	\$ 40,040	\$ 40,040	\$ -
G	Training			\$ -
	Staff Training	\$ 800		\$ 800
	Member Training	\$ 750		\$ 750
H	Evaluation	\$ -		\$ -
I	Other Program Costs	\$ 1,300		\$ 1,300

Section I Subtotal \$ 71,671 \$ 44,600 \$ 27,071
Section I Percentage 62.23% 37.77%

Section II Member Costs

A Living Allowance

Full Time (1700 hours) \$ 37,400 \$ 37,400 \$ -
Half Time (900 hours) \$ 149,600 \$ 149,600 \$ -
Quarter Time (450 hours) \$ 9,730 \$ 1,071 \$ 8,659

B Member Supports Costs

FICA for members \$ 15,050 \$ 15,050
Section I Subtotal \$ 211,780 \$ 188,071 \$ 23,709
Section I Percentage 88.80% 11.20%

Budget Totals \$ 283,451 \$ 232,671 \$ 50,780
82.09% 17.91%

Supplemental for FY25
7/12 of grant budget- August 2024 through February 2025
does not include Section I A & B

001-111-DEVL-AM07-1103	Temp or Part Time	114,759	7 months of member living allowance
001-111-DEVL-AM07-1103	FICA	8,779	7 months of member FICA
001-111-DEVL-AM07-1218	Prof. Contract	23,357	7 months contractual manager
001-111-DEVL-AM07-1219	Hospital/Med Fees	758	Drug testing fees
001-111-DEVL-AM07-1229	Registration Fees	905	Training fees
001-111-DEVL-AM07-1402	Office Supplies	1,330	
001-111-DEVL-AM07-1413	Food Supplies	1,330	
		151,218	

Total Grant \$ 283,451
OPED staff match \$ (24,221)
sub total \$ 259,230
7/12 \$ 151,218

Revenue and Match for Supplemental

Full Grant CNCS Share	\$ 232,671	\$ 135,725
7 months of CNCS Share		\$ 800
Staff Training		\$ 750
Member Training		\$ 1,300
Other Program Costs		\$ -
Full Time (1700 hours)		\$ -
Half Time (900 hours)		\$ 8,659
Quarter Time (450 hours)		\$ 15,050
FICA for members		\$ -
ARRA offset		
Full grant match w/o Amy	\$ 26,559	
7 months of match		\$ 15,493

No supplemental needed for Amy- already in appropriation

Illinois Grant Accountability and Transparency Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Human Services Department/Organization Unit: Bureau of Volunteerism and Community Service
State Award ID Number (SAIN)	2810-53573
State Program Description	AmeriCorps State and National (ASN) Program improves lives, strengthen communities, and foster civic engagement through national service and volunteerism. Through AmeriCorps grants, organizations engage in meeting community and national challenges through service and volunteer action. The AmeriCorps grant engages AmeriCorps members in evidence-based or evidence-informed interventions/practices to strengthen local communities. AmeriCorps program focus on the delivery of direct and/or capacity building services and Programs recruit, train and manage AmeriCorps members to deliver services. An AmeriCorps member is an individual who engages in community service through an approved national service position. Members may receive a living allowance and other benefits while serving. Upon the members' successful completion of service, members earn a Segal AmeriCorps Education Award that they can use to pay for higher education expenses or apply to qualified student loans.
Announcement Type	Initial
Agency (Grantor) Contact Information	Name: Cory Blissett Phone: (217) 782-1268 Email: cory.blissett@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: City of Springfield Address: 300 S. Seventh St. Room 210, Springfield, IL 62701 Phone: Email:
Grantee Identification	GATA: 673744 UEI: VBD7LLHA3MJ3 FEIN: 376002037
Period of Performance	Start Date: 8/1/2024 End Date: 6/30/2025

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
	444-80-2810		\$175,500.00
			\$57,171.00
TOTAL			\$232,671.00

(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

09/03/24

OFFICE REQUESTING: PLANNING & ECONOMIC DEVELOPMENT

CONTACT PERSON: Amy Rasing

PHONE NUMBER: 217 789-2377

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

TYPE OF ORDINANCE: Grant Contract Acceptance

FISCAL IMPACT FY25: \$151,218.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF THE YOUTH ECONOMIC OPPORTUNITIES INITIATIVE FOR THE STATE FISCAL YEAR 2025 FOR A 12 MONTH CONTINUATION GRANT IN THE AMOUNT OF \$283,451.00, FROM THE STATE OF ILLINOIS DEPARTMENT OF HUMAN SERVICES FOR FUNDING OF THE AMERICORPS PROGRAM INCLUDING A CASH MATCH FROM THE CITY IN THE AMOUNT OF \$107,451 AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FOR FY25 OF NO MORE THAN \$151,218

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

Notice of State Award

CONTRACTOR / VENDOR NAME:

VENDOR NO:

CONTRACT TERM:

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s

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

Code Provision:

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

REVENUE

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	AM07	2011	\$ 102,375.00
2	Unappropriated Fund Balance/match					\$ 48,843.00
3						
4						
5						
6						
7						

Total \$151,218.00

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	AM07	1103	\$114,759.00
2	001	111	DEVL	AM07	1108	\$8,779.00
3	001	111	DEVL	AM07	1218	\$23,357.00
4	001	111	DEVL	AM07	1219	\$758.00
5	001	111	DEVL	AM07	1229	\$905.00
6	001	111	DEVL	AM07	1402	\$1,330.00
7	001	111	DEVL	AM07	1413	\$1,330.00

Total \$151,218.00

COMMENTS

AN ORDINANCE TO AUTHORIZE THE CONTINUATION OF THE AMERICORPS PROGRAM IN THE SEVENTH YEAR OF PROVIDING SUPPORT FOR NON-PROFITS FOCUSED ON IMPROVING THE ECONOMIC STATUS OF THE YOUTH OF SPRINGFIELD. BUDGET IS \$283,451 FROM DHS. MATCH OF 38% FROM CITY FOR ADMINISTRATION, SUPPLIES, AND FICA FOR MEMBER STIPENDS @ \$196,730. THE GRANT PERIOD IS AUGUST 2024-JULY 2025. THE SUPPLEMENTAL IS FOR CITY'S FY25 PORTION.

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

SIGN OFF:

(Mayor's Signature)

(Director of OBM)