

AN ORDINANCE AUTHORIZING THE PURCHASE OF A FORD F250
PICKUP TRUCK FROM MORROW BROTHERS FORD, INC. FROM A
STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$57,989.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of a Ford F250 pickup truck in the amount of \$57,989.00 from Morrow Brothers Ford, Inc. ("Morrow Brothers") for use by the Electric Division/Transmission and Distribution Division Fleet personnel at the Groth Substation, and

WHEREAS, the purchase of this new truck will replace truck #40205, which will be sold at auction, 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 # 21-416CMS-BOSS4-P-29479.

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 Ford F250 pickup truck from Morrow Brothers in an amount not to exceed Fifty-Seven Thousand Nine Hundred Eighty-Nine Dollars and No Cents (\$57,989.00).

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

Section 3. The payment to Morrow Brothers for the total maximum amount of Fifty-Seven Thousand Nine Hundred Eighty-Nine Dollars and No Cents (\$57,989.00) from Account Nos. 101-200-JAB-4602-1503 and 102-200-JAB-3852-1503 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:

 9/26/24

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: Morrow Brothers Ford, Inc.

CONTRACT AMOUNT: \$57,989.00

TYPE OF AWARD: Joint Purchase - State

PRIOR ORDINANCE INFORMATION:

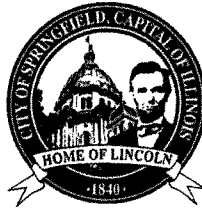
n/a

INFORMATION:

This Ordinance authorizes the purchase of a new 2024 F250 pickup truck in a total amount not to exceed \$57,989.00 with Morrow Brothers Ford, Inc. ("Morrow Brothers") via a joint purchase agreement utilizing the State Contract #21-416CMS-BOSS4-P-29479. The State of Illinois solicited bids and allows municipalities to share in the bulk cost savings by ordering off such contracts.

This purchase will be an 85/15 split between electric (\$49,209.65) and water (\$8,698.35). Fleet personnel at the Groth Substation will use the truck to carry an air compressor and other equipment needed to repair CWLP vehicles in the Transmission and Distribution Department. It will replace Unit #40205, a 2004 Ford F250 with 118,334 miles, which will be sold at auction.

Morrow Brothers is not a local vendor.



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

MEMORANDUM

TO: Michelle Carlisle

FROM: Anthony Quinones – Central Purchasing

DATE: September 13, 2024

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to Morrow Brothers Ford, Inc., for the purchase of one (1) new 2024 Ford F-250 pick-up in an amount not to exceed \$57,989.00 for CWLP – Office of Public Utilities.

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.



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

September 5, 2024

John Kollins
CWLP-Springfield, IL
John.Kollins@cwlp.com

We propose the following for your consideration.

1-NEW 2024 FORD F250 Extended Cab 4x4 8' Bed

To include the following optional equipment:

YZ White Exterior, AS 40/20/40 Vinyl Seating
6.8L V8 Gasoline Engine, 10-Speed Automatic
TBM All-Terrain Tires, H.D. Front/Rear Suspension
86M Dual Batteries, 47B H.D. 410 AMP Alternator
E-Locking Rear Axle, Air Conditioning, AM/FM/MP3
Power Windows/Locks/Mirrors, Cruise Control
Remote Keyless Entry, Bluetooth Communications
Back-Up Camera, Trailer Tow Package, Trailer Brake
(2) Keys with Remotes, 66S Upfitter Switches
43C 120V/400W Outlet, 52S Interior Work Surface
96V XL Appearance Package, 85G Tailgate Step
Whelen RST Rear Warning, (2) LED Grille Warning
New M License/Title, All other standard equipment
All other standard equipment, Order #G403

IL. Contract 21-416-P-29479

Illinois Government Price \$57,989.00

This truck has an ETA to me of 10/13/24. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

GEA

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

2024-399

ORDINANCE FACT SHEET

DATE OF 1st READING: 10-01-24

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: \$57,989.00

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

CONTRACTOR / VENDOR NAME: Morrow Brothers Ford, Inc.

VENDOR NO: _____

CONTRACT TERM: - Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$57,989.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☒ Other: Joint Purchase - State
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: 38.50

Previous Ord #'s - _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	200	JAB	4602/TEP7	1503	8,698.35
2	102	200	JAB	3852/LNU7	1503	49,290.65
3						
4						

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

Quote

STAFF ANALYSIS

Purchase of a 2024 F250 truck for the fleet personnel at the Groth Substation.

FUNDS CHECK BY: Dakota Capranica

Digitally signed by Dakota Capranica
Date: 2024.09.13 08:55:05 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.09.13 08:51:35 -05'00'

Date: _____

CITY PURCHASING AGENT: J Michael Lesko

Date: 09/17/2024

SIGN OFF: _____

(Mayor's Signature)

GRN

(Director of OBM)

9/17/24

The information supplied on this form is not confidential information.

2024-399

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH EXPERITEC, INC., IN AN AMOUNT NOT TO EXCEED \$150,000.00 TO PROVIDE
PREDICTIVE MAINTENANCE MACHINERY MANAGEMENT SERVICES FOR THE
ELECTRIC DIVISION GENERATION DEPARTMENT FOR A TWO-YEAR TERM
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes the execution of a Professional Services Agreement with Experitec, Inc. ("Experitec") in an amount not to exceed \$150,000.00 to provide predictive maintenance machinery management services for the Electric Division Generation Department for a two-year term, and

WHEREAS, the Generation Department presently owns the Machinery Health Management vibration analyzer and software to store equipment vibration and oil analysis information, and

WHEREAS, said equipment allows the department to trend vibration and oil analysis results against previous data sets and assists with identifying machinery issues, and

WHEREAS, Experitec will provide onsite services that will include vibration data collection, oil sample collection, assistance with maintaining the current vibration analyzer and its software, and initial onsite analysis. The offsite services will consist of detailed vibration analysis, oil analysis, report generation for both vibration and oil analysis, and telephone assistance regarding the software and reports, and

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

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of a Professional Services Agreement with Experitec in an amount not to exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) to provide predictive maintenance machinery management services for the Electric Division Generation Department for a two-year term.

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

Section 3. The Office of Budget and Management is hereby authorized and directed to pay Experitec in the total amount not to exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) from Account No. 102-100-CAA-7714-1205 in accordance with the terms of the agreement.

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

PASSED: _____, 2024

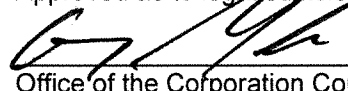
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 9/25/24
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: Experitec, Inc.
CONTRACT AMOUNT: \$150,000.00
TYPE OF AWARD: Professional Service

PRIOR ORDINANCE INFORMATION:

Most recent: 314-07-17 (\$334,080.00, 3 yrs.); 322-09-2020 (\$150,000.00, 2 yrs.); and 448-11-22 (\$150,000.00, 2 yrs.)

INFORMATION:

This Ordinance approves and authorizes the execution of a professional service agreement with Experitec, Inc. ("Experitec") in the amount of \$150,000.00 for a two-year term. These services will include onsite vibration data collection, onsite oil sample collection, and assistance with maintaining the current vibration analyzer and software. Initial onsite vibration analysis will be performed as required. Offsite services will include detailed vibration analysis, oil analysis, report generation (vibration and oil analysis), and telephone assistance. The proposal totals \$143,100.00, and this ordinance request includes a contingency of \$6,900.00 for a total amount of \$150,000.00.

The Generation Department owns an Emerson 2140 Machinery Health Management vibration analyzer and the associated Machinery Health Management software tool kit, including the database program Guardian. The Utility has been utilizing this system to historically store equipment vibration and oil analysis information since 2010. Oil analysis records are delivered via email in PDF format, allowing them to be stored easily on the Generation Department's shared drive. This equipment enables the department to trend vibration and oil analysis results against previous data sets and assists with identifying machinery issues. Utilizing this system will allow the department to continue to use and update the current database for record-keeping and optimize mechanical equipment performance.

Experitec is not a local vendor.



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

MEMORANDUM

TO: Michelle Carlisle
FROM: Mike Lesko, Purchasing Agent *JML*
DATE: September 19, 2024
SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet with Experitec Inc. for a two-year renewal agreement for vibration and oil analysis for an amount not to exceed \$150,000.00 for the Office of Public Utilities, Electric Division.

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



Sept 13, 2024

Larry Groth

CITY WATER LIGHT AND POWER
3100 ADLAI STEVENSON DR
Springfield, IL 62703

Reference:

2 YEAR OIL AND VIBRATION SERVICE

Experitec Support Agreement ID: 22962

Dear Larry,

Experitec understands that the success of your business operations can only be as reliable as the assets running it. Production equipment and their subcomponents, including the adjacent field instrumentation and control devices, comprise an interconnected network of failure points that can jeopardize the availability of your process. By adhering to the world-class standards and best practices co-authored by Emerson Automation Solutions and other Reliability & Maintenance communities, Experitec brings the expertise of its factory certified field personnel, reliability engineers, and innovative tools to ensure that your facilities maintain their peak performance, with minimal upsets and lost production.

Experitec's Plant Performance Services (PPS) embodies a comprehensive lifecycle program with end-to-end protection of your automation investments. At a minimum, this proposal includes the software and technical support to enable your experts to maximize the uptime of your critical assets. Experitec can also provide factory recommended subscriptions and activities aimed at delivering ongoing, recurring preventative monitoring of your assets via a complement of offline and online techniques. Baseline data collection and analysis may be supplemented with online protection systems to continuously monitor for early indicators of onset failure modes. For more complex processes and machine trains, Emerson has invested in Machine Learning algorithms that allow customers to model abnormal running conditions, to accurately predict remaining useful life, and quantify other key operating parameters affecting performance and safety.

Additional services aimed at maximizing the availability, reliability, and security of your operational assets may be added to customize your company's support plan, including:

- | | | |
|--|--|--|
| ➤ <i>Field device alerts & diagnostics</i> | ➤ <i>PdM program development</i> | ➤ <i>Onsite & virtual training</i> |
| ➤ <i>Process equipment health & performance monitoring</i> | ➤ <i>Reliability consulting services</i> | ➤ <i>PdM certifications</i> |
| ➤ <i>Control loop monitoring</i> | ➤ <i>Critical spares management</i> | ➤ <i>Engineering support</i> |
| ➤ <i>Plant asset reviews</i> | ➤ <i>System design & consulting</i> | ➤ <i>Project management</i> |
| ➤ <i>FMEAs & RCAs</i> | ➤ <i>Alarm management services</i> | ➤ <i>Staff augmentation</i> |

We are pleased to provide the enclosed proposal for the Machinery Health Management of your facility. Thank you for your ongoing business and partnership.

Sincerely,

Nate Cordz

Account Manager, Process Systems & Reliability Solutions

Proposal 22962

2024-400



Experience + Technology

- 
- IoT**
BREAKTHROUGH
AWARD
- 2017 AWARD WINNER
IN APPLICATIONS FOR THE HEALTHCARE



FOUNDED
1975

200
EMPLOYEES

30+
SALES PROFESSIONALS

\$10M
OF EMERSON INVENTORY
IN LOCAL MARKETS

12,900
SQUARE FEET OF
WAREHOUSE SPACE

588+
INSTALLED SYSTEMS
AND COUNTING

45%
GREATER THAN 10
YEARS EXPERIENCED
EXPERIENCE

55+
ENGINEERS, ANALYSTS, &
FIELD SERVICE PROVIDERS

6,500
SQUARE FEET OF REPAIR & FIELD
SERVICE FACILITIES

Line Sheet

Line Sheet



2024-400



Experitec
Performance Services Agreement



Experitec Support #: 22962

Date	Rev. No	Description	Issued By	Checked By
7/31/24	0	Initial Proposal	MW	NC
9/13/24	1	Split out Product support	MW	NC

Experitec
504 Trade Center Blvd.
Chesterfield, MO 63005



Performance Services Proposal

Schedule of Services and Pricing

Item	Description	Price (\$)	Start	End
1	PDM Program Services	143,100.00		
Total PO Amount -		\$143,100.00	Sep 30, 2024	Sep 30, 2026

Notes:

PDM Program Services

This is an estimate based upon typical monthly average scope of work. Services will be billed for actual hours worked and expenses incurred only.

Purchase Order Instructions

Please Make Your Purchase Order out to: **Experitec, Inc.**

Include the Support Agreement number of this document on the Purchase Order.

Submit Purchase order to: Purchase.Orders@Experitec.com

Terms: Net 30

Time & Materials: Services billed in the month of use.

This quote is valid for 45 days from the issue date.

2024-400

Proposal 22962



Predictive Maintenance Program Services

Experitec will provide qualified, experienced, trained personnel equipped with the required tools to perform Machinery Health Management services for a term of two years. Services include:

- Vibration data collection and analysis on 85 assets per month and oil collection and analysis on 65 assets per month.
- On-site
 - Field vibration data collection
 - Oil Sample collection
 - Initial Vibration Analysis
 - Troubleshooting Machinery Health
 - Exit discussion with reliability engineer
- Remote Detailed Vibration Analysis
- Report generation
- Report review conference call
- Technical phone assistance 8-5 M-F.
- On-site assistance maintaining analyzer & software (when equipment available).
- Support in development of cost analysis reporting
- Overall Equipment Metrics

The above services are provided monthly on all assets that are operating and safe to access.

Customer currently has enough oil sample kits to last for another 2 years. If number of assets or data collection times increase more oil sample kits may need to be purchased.

Quick Reference Guide

Experitec Rate Schedule

SERVICE DESCRIPTION	Service Bank Hourly Rate
Travel Time	\$147.00
Data Collection	\$173.00
Data Analysis	\$197.00
Project Management	\$218.00

Primetime – Hourly Rate times 1 (Straight time)

Monday – Friday excluding Experitec scheduled holidays, 8:00 AM to 5:00 PM (8 hour maximum)

Overtime - Hourly Rate times 1.5 (Time and one-half)

Monday – Friday, Non Primetime hours or Primetime hours exceeding 8 hours

Saturday

Premium Time - Hourly Rate times 2 (Double time)

Sundays and Experitec scheduled holidays



TRAVEL AND EXPENSE CHARGES

- Travel time is calculated portal to portal at prevailing rates from one of our Experitec offices.
- All travel and living expenses will be invoiced at cost plus 15%.
- Auto mileage will be invoiced at the current IRS allowed rate plus 15%.

**Emerson Global Response Center
800-833-8314**

**Experitec Technical Support
888-268-6437**

After Business Hours including Weekends and Holidays an attendant will answer and will make contact with one of several personnel who are on call at all times.

For all other requests please contact your account manager Nate Cordz at (636)898-6263.

These terms and conditions, and any proposal, price list or schedule, quotation, or acknowledgement, and all documents incorporated by reference therein, hereinafter collectively the Proposal, binds Experitex, Inc., hereinafter Supplier, and the buyer, hereinafter Buyer, and constitutes the entire agreement (Agreement) between Buyer and Supplier for the provision of services (Services) and/or the sale of hardware, software, and/or other products (Goods) including (except as provided in section 17) firmware incorporated therein.

1. Acceptance: Acceptance of this agreement by Buyer within 30 days of the date hereof (or such longer period as Supplier shall, in its sole discretion, agree to in writing) creates a contract between Supplier and Buyer for the performance of Services and the sale of Goods, each as particularly described in the Proposal. By accepting this agreement within the requisite time period, Buyer agrees to accept all of the terms and conditions of this Agreement. To the extent Buyer's purchase order or any other statement of Buyer contains any terms or conditions in addition to or different from the terms of this agreement, such terms and conditions are hereby rejected by Supplier and hereby waived by Buyer and such terms and conditions shall not affect this agreement nor be binding upon Supplier absent an express written statement by Supplier to the contrary. This Agreement constitutes the entire agreement and understanding between the parties with respect to the Services and the delivery of the Goods and supersedes any other negotiations, agreements and representations between the parties, written or oral. No modification of this agreement shall be of any force or effect unless in writing and signed by Supplier. IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THE PROPOSAL, THE TERMS OF THE PROPOSAL SHALL GOVERN. IN THE EVENT OF ANY CONFLICT BETWEEN ANY CHANGE ORDER AND THESE TERMS AND CONDITIONS OR THE PROPOSAL, THE TERMS OF THE CHANGE ORDER SHALL GOVERN.

2. Prices: Unless otherwise specified by Supplier, Supplier's price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Supplier's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Supplier's standard order processing procedures is received and accepted by Supplier within such time period. If such authorization is not received by Supplier within such thirty (30) day period, Supplier shall have the right to change the price for the Goods/Services to Supplier's price in effect for the Goods/Services at the time the order is released to final manufacture. Prices for Goods do not cover storing, installing, starting up or maintaining Goods unless expressly stated in Supplier's quotation. Notwithstanding the foregoing, the price for Goods/Services sold by Supplier, but manufactured by others, shall be Supplier's price in effect at the time of shipment to Buyer.

3. Scheduling: Buyer understands that any product design services to be performed by Supplier are unique, extremely complex and involve a great degree of Buyer/Supplier interaction. The schedule for completion of the Services and delivery of the Goods set forth in the Proposal is a good faith estimate of Supplier. The time actually required to complete the Services and deliver the Goods will be subject to Buyer availability, Buyer's timely delivery of information described in the Proposal or otherwise requested by Supplier, the accuracy of such information, unforeseen design issues, design changes and modifications requested by Buyer pursuant to Change Orders, and other matters which generally effect product choice or product design services. Supplier shall use all commercially reasonable efforts to meet all schedules set forth in the Proposal. Supplier shall have no liability to Buyer or any other party for any loss or damage arising out of any Service or Good which is provided later than designated in the Proposal.

4. Delivery: All shipping dates are approximate and are based upon Supplier's prompt receipt of all necessary information from Buyer to properly process the order. Unless otherwise provided, Supplier will select the method of transportation and delivery for Goods. Payment for delivery will either be freight collect or prepaid by Supplier and charged to Buyer as a separate item on their invoice. Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, legal title to the Goods and risk of loss thereto shall transfer to Buyer upon delivery to the freight carrier at the shipping point. Buyer's sole remedy for lost Goods, damage caused during shipment or any delay attributable to shipment shall be an action against the carrier. Buyer agrees to hold Supplier harmless against any and all penalties, claims, demands, losses, causes of action, suits, judgments, costs and expenses, including reasonable attorneys' fees, of whatever nature arising out of or in connection with the shipment of Goods.

5. Documentation: Supplier shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by Supplier, they shall be provided to Buyer at Supplier's price then in effect. Data/documentation marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of Supplier.

6. Force Majeure: Supplier shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with government requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Supplier's reasonable control. In the event of such delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

7. Normal Working Hours – Emergency Calls: Supplier service personnel will travel to and from their respective offices to the job site during normal working hours only. Any such travel outside normal working hours shall be billed at the applicable overtime rate. All maintenance tasks and non-emergency repair or replacement will be performed during Supplier's normal working hours. Supplier may charge the Buyer for emergency calls made at the Buyer's request where no defect is found.

8. Change Orders: In the event that Buyer requests any modifications to the Services or to the type or number of Goods, Supplier shall, if commercially reasonable, prepare and deliver to Buyer a Change Order Proposal describing such modifications and the changes in the Services and/or Goods necessary to effect such modifications (a "Change Order"). The Change Order will also set forth the additional Payments, if any, and the basis upon which additional Payments will be computed and an estimate of the revised schedule for completion of the Services and delivery of the Goods. After receipt of a Buyer request, verbal or written, for modifications to the Services or to the type or number of Goods, Supplier may elect not to continue or complete the Services or deliver Goods until Supplier receives a written authorization to proceed with the additional scope of work. The execution of the written authorization required hereunder by Buyer shall constitute authorization from Buyer for Supplier to proceed with the Services and delivery of the Goods as modified by the Change Order and Buyer's consent to the increase or decrease in the Payments and the revised schedule set forth in the Change Order.

9. Termination and Suspension by Buyer: Buyer may return, terminate or suspend its order for any or all of the Goods or Services covered by the Agreement upon Supplier's written consent or pursuant to Supplier's applicable policy or practices covering such termination or suspension. Should Buyer request modification, return, termination or suspension, Supplier is entitled to payment for all costs and expenses incurred for work, materials, and Goods rendered unnecessary or unusable. Additionally any return of Goods is subject to a minimum of a 25% restocking charge. Supplier may, at Supplier's sole discretion, terminate the Agreement without liability to Buyer if Buyer (i) fails to meet its obligations identified in the Agreement or these terms and conditions, (ii) becomes insolvent or bankrupt, or (iii) withdraws such quantity, models or types of equipment on which services are performed and, Supplier, in its reasonable judgment, determines that it is no longer economically reasonable for Supplier to continue to provide service to the remaining equipment based upon the then current pricing and contractual terms.

10. Limited Warranty:

10.1 Subject to the limitations contained in Section 12 and except as otherwise expressly provided herein, the only warranty provided by Supplier for the sale of Goods are those provided by the manufacturers of the Goods to the extent such warranties may be passed on or assigned. Supplier warrants that: (a) Supplier will transfer title to the Goods (excluding Software and Firmware) to Buyer under Clause 17; (b) Goods, Documentation and Services will conform with the Specification; (c) Goods made by Supplier or its Affiliates will, under normal use and care, be free from defects in materials or workmanship; (d) Supplier and its Affiliates' Personnel delivering Services are trained and will use reasonable skill and care.

10.2 Warranty Periods. Unless otherwise specified by Supplier, the warranties in Clause 10.1 apply as follows: (a) Goods: until the earlier of 12 months from the first installation or 18 months from delivery (b) Services: for 90 days from completion of the Services; (c) Goods repaired, replacement items and Services re-performed: from delivery of the replacement or completion of the repair or re-performance, for 90 days or until the end of the original warranty period (if later).

10.3 Warranty Procedure. Clause 10.3 applies if, within the warranty period, Buyer discovers any non-conformity with a warranty in Clause 10.1, tells Supplier in writing and, in the case of Goods, returns the non-conforming items at Buyer's cost, freight and insurance pre-paid, to the repair facility chosen by Supplier. Where this Clause applies, Supplier (a) correct any non-conforming Documents and Services; or (b) repair or replace non-conforming Goods FCA (Incoterms® 2010) at the repair location or (c) instead refund the price of the non-conforming item.

10.4 Exclusions from Warranty. (a) The warranties in Clause 10.1(b), (c) and (d) exclude and Buyer will pay the cost of all repairs and replacements caused by any of the following: normal wear and use; inadequate maintenance; unsuitable power sources or environmental conditions; improper handling, storage, installation, or operation; misuse or accident caused by anybody except Supplier; a modification or repair not approved by Supplier in writing; materials or workmanship made, provided or specified by Buyer; contamination; the use of unapproved parts, firmware or software; Cyber Attack; any other cause not the fault of Supplier. (b) Supplier will not pay any costs relating to non-compliance with a warranty in Clause 10.1, except where agreed in writing in advance. Unless accepted in writing by Supplier, Buyer will pay (i) all costs of dismantling, freight, reinstallation and the time and expenses of Supplier Personnel for travel under Clause 10 and (ii) all costs incurred by Supplier in correcting nonconformities for which Supplier is not responsible under Clause 10 and in examining items that comply with the warranties in Clause 10.1. (c) If Supplier relies on wrong or

incomplete information supplied by Buyer, all warranties are void unless Supplier agrees otherwise in writing. (d) Buyer alone is responsible for the selection, maintenance and use of the Goods. (e) Resale Products carry only the warranty given by the original manufacturer. Supplier has no liability for Resale Products beyond making a reasonable commercial effort to arrange procurement and shipping of the Resale Products.

10.5 Disclaimer. The limited warranties set out in this Clause 10 are the only warranties made by Supplier and can be changed only with Supplier's signed written agreement. THE WARRANTIES AND REMEDIES IN CLAUSE 10 ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANYTHING ELSE FOR ANY OF THE GOODS, DOCUMENTATION OR SERVICES.

11. Indemnification: Subject to the limitations contained in Section 12 Buyer shall indemnify and hold Supplier harmless from loss, damage, liability or expense (including reasonable attorney's fees) resulting from damage to property, or injuries, including death, to the extent caused by a negligent act or omission of the Buyer, its agents or employees. Such indemnification shall be reduced to the extent attributable to others. The indemnification obligations under this section shall survive the termination or expiration of an order or contract between the parties.

12. Limitation of Remedy and Liability: SUPPLIER AND ITS AFFILIATES WILL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF BUYER STATED IN THIS CONTRACT ARE EXCLUSIVE, REGARDLESS OF THE TYPE OF THE CLAIM (WHETHER BASED IN CONTRACT, INFINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SUPPLIER'S AND ITS AFFILIATES' LIABILITY TO BUYER AND ITS AFFILIATES WILL NEVER EXCEED THE CONTRACT PRICE. NEITHER PARTY WILL EVER BE LIABLE FOR (A) DAMAGES FOR LOSS OR CORRUPTION OF DATA OR CYBER ATTACKS, OR (B) INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. CONSEQUENTIAL DAMAGES INCLUDE BUT ARE NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, REPLACEMENT PRODUCT AND CLAIMS OF EACH PARTY'S AFFILIATES. No action, regardless of form, relating to this Contract, may be brought more than 2 years after the claim arose.

13. Patents: The Supplier does not warrant that the buyer shall be free from any rightful claim of third persons for patent infringement except to such extent as it passes on the manufacturer's warranty regarding patents that it receives with the purchase of Goods to the extent such warranty may be passed on or assigned.

14. Taxes: Any tax or governmental charge payable by the Supplier because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Supplier's option be billed to and paid by Buyer unless Supplier provides Supplier with a tax exemption certificate acceptable to Supplier and the taxing authority. The foregoing shall not apply to taxes based upon Supplier's net income.

15. Terms of Payment: Unless otherwise agreed by Supplier, terms are F.O.B. shipping point, net 30 days from date of Supplier's invoice. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. Payment of invoices is not subject to unilateral discounting or reductions by Buyer. If any payment owed to Supplier hereunder is not paid when due, it shall bear interest, at a rate to be determined by Supplier which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Supplier shall have the right, among other remedies and without waiving any claims or incurring any liability, to defer shipments, to terminate the Agreement, to suspend further work in progress under this and/or other agreements with Buyer, and to require security in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

16. Security Interest: Supplier hereby reserves to itself and Buyer further grants unto Supplier a security interest in and to all Goods to be shipped to the Buyer hereunder, and the proceeds thereof, to secure to Supplier the full payment of the purchase price. Buyer agrees, upon Supplier's request, to execute such UCC financing statements reflecting Supplier's security interest. No Goods furnished by Supplier shall become a fixture by reason of being attached to real estate. Buyer's failure to pay any amounts when due shall give Supplier the right to possession and removal of or to render unusable the equipment.

17. Software and Firmware: Notwithstanding any other provision herein to the contrary, Supplier or applicable third party owner shall retain exclusive title to its respective firmwares and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware incorporated into the Goods. Buyer's use of certain firmwares (as specified by Supplier) and all other software shall be governed exclusively by Supplier' and/or third party owner's applicable license terms.

18. Buyer Supplied Data: To the extent Supplier has relied upon any specifications, information, representation of operating conditions, or other data or information supplied by Buyer to Supplier in the selection or design of the Goods and the preparation of Supplier's quotation, and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

19. Hiring of Employees: Buyer agrees that during the execution of the Services by Supplier, and for a period of twelve (12) months after completion of the Services, Buyer will not directly or indirectly, individually or as a shareholder, investor, advisor, partner, member, manager, owner, director, officer, employee, consultant or agent of any corporation, partnership, limited liability company, or any other entity (a) solicit, encourage or have contact with any of Supplier's employees for the purpose of encouraging them to end their employment with Supplier; (b) hire any employee of Supplier; (c) solicit, encourage or have contact with any of Supplier's contractors or their employees for the purpose of encouraging them to end their relationship with Supplier; or (d) hire any Supplier contractor or employee of a Supplier contractor. If Buyer breaches this Section 19, in addition to any and all other remedies available to Supplier in law or in equity, Buyer shall pay as damages, and not as a penalty, \$125,000 for each breach. In addition, Buyer agrees that in the event Supplier institutes or becomes involved in any action to enforce or defend this Section 19, Supplier shall be entitled to recover from the Buyer its reasonable attorneys' fees and costs related to such action.

20. Relationship of the Parties: The relationship of the parties shall be that of independent contractors and not as partners or joint ventures. Each party is, and is intended to be, engaged in its own and entirely separate business.

21. Buyer Responsibilities: Buyer shall provide Supplier ready access to the site where services are to be performed and adequate workspace and facilities to perform same as provided in these terms and conditions. Buyer agrees to allow Supplier to stop and start equipment as necessary to fulfill the terms of the Agreement. Buyer shall not require Supplier or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement which waives, releases, indemnifies or otherwise limits or expands any rights or obligations whatsoever. Any such agreements shall be null and void. Buyer shall inform Supplier, in writing, at the time of order placement, of any known hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos containing materials, and shall provide Supplier with any applicable Material Data Safety Sheets regarding same. Any losses, costs, damages, claims and expenses incurred by Supplier as a result of Buyer's failure to so advise Supplier shall be borne by Buyer. Buyer personnel shall cooperate with and provide all necessary assistance to Supplier. Supplier shall not be liable or responsible for any work performed by Buyer.

22. Notices: All notices and other communications given hereunder shall be in writing and deemed to have been given when (i) personally delivered, (ii) one business day after delivery to a nationally recognized overnight courier service, (iii) upon the written confirmation of receipt following the transmission of a teletype or (iv) three days after being mailed by certified mail, postage prepaid, to the addresses of Supplier or Buyer as set forth in the Proposal or to such other addresses as either party may request by notice given in accordance with this paragraph.

23. General Provisions: (a) Buyer shall not assign its rights or obligations under the Agreement without Supplier's prior written consent (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two (2) years after the cause of action as accrued. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Supplier. (e) The Agreement is formed and shall be construed, performed, and enforced under the laws of the State of Missouri. (f) UNLESS OTHERWISE SPECIFICALLY PROVIDED IN SELLER'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability. (g) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed omitted without affecting the validity of the remainder of the Agreement (h) Any failure by either party to enforce any provision of this agreement or of any order shall not constitute a waiver of the provisions or prejudice the right of either party to enforce the provision at any subsequent time.

City of Springfield, Illinois, Office of Public Utilities, also known as City Water Light & Power, ("City") Conditions of Acceptance Standard Terms and Conditions of Sale (with the effective date of 2/2012) with Experitec, Inc. to perform machinery health management services (W Year Oil & Vibration Services) per Experitec Support Agreement #22962 are as follows:

The above-referenced Terms and Conditions and proposal for predictive maintenance machinery management services do not authorize an expenditure of City funds in excess of the \$150,000.00, unless the Springfield, Illinois, Office of Budget and Management Director or Springfield City Council, as required, specifically approves an additional expenditure. Experitec 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 its City Council. The proposal is for \$143,100.00 and City is allowing a \$6,100.00 contingency amount for a total of \$150,000.00)

Concealed Carry

The City is a unit of local government, therefore all persons are prohibited from carrying a concealed weapon(s) onto City property. Violators will be prosecuted under the law, and the City may immediately declare Experitec in default and terminate this Agreement.

Affirmative Action Compliance

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

Non-Barring from Bidding

Experitec certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.

Non-Delinquency

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

Federal, State and Local Laws

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

Counterpart Signatures

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

Standard Terms and Conditions for the Sale of Goods and Provisions of Services, Effective 2/2012:

2. Prices

Any additional payments pursuant to these services shall be agreed upon by Experitec and City in advance and subject to the aforementioned City "Not to Exceed" expenditure provision.

5. Documentation

Is amended to include: "Any disclosure by City that is required by law shall not constitute a breach of confidentiality."

14. Taxes

The provisions of this Section shall not be applicable to the City, as the City is tax-exempt and the City shall provide Seller proof thereof.

14. Terms of Payment

Any additional payments pursuant to these services shall be agreed upon by Experitec and Client in advance and subject to the aforementioned Client "Not to Exceed" expenditure provision.

19. Hiring of Employees

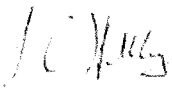
This section is deleted in its entirety. The City is a public entity and subject to hiring practices as such.

23. General Provisions

Modification of (e): "The Agreement is formed and shall be construed, performed, and enforced under the laws of the State of ~~Missouri~~ Illinois. Venue for any controversy or claim relating to this Agreement or the Services shall be brought exclusively in a federal or state district court in Springfield, Sangamon County, Illinois."

Experitex, Inc.

Chris Helbling
(Type or print name of Authorized Representative)


(Signature of Authorized Representative.)

Date: _____ 09/20/2024 _____

City of Springfield, Illinois

Misty Buscher, Mayor
(Type or print name of Authorized Representative)

(Signature of Authorized Representative) 

Date: _____



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name EXPERITEC, INC.

File Number 57362243

Status ACTIVE

Entity Type CORPORATION

Type of Corp FOREIGN BCA

Qualification Date (Foreign) 06-25-1993

State MISSOURI

Duration Date PERPETUAL

Annual Report Filing Date 06-11-2024

Annual Report Year 2024

Agent Information C T CORPORATION
SYSTEM
208 SO LASALLE ST,
SUITE 814
CHICAGO ,IL 60604-1101

Agent Change Date 06-25-1993

Services and More Information

2024-400

ORDINANCE FACT SHEET

DATE OF 1st READING: 10/1/24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

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

FISCAL IMPACT: \$150,000.00

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

CONTRACTOR / VENDOR NAME: Experitex, Inc.

VENDOR NO: _____

CONTRACT TERM: 2 yrs.

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$150,000.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: 38.42

Previous Ord #'s 322-09-2020, 448-11-22

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CAA	7714	1205	150,000.00
2						
3						
4						

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

Agreement # 22962

STAFF ANALYSIS

Accepting a proposal for a 2 year proposal (renewal) to perform machinery health management services (such as vibration & oil analysis) with Experitex Inc.

FUNDS CHECK BY:

Cavanaugh, Rachel H.
Digitally signed by Cavanaugh, Rachel H.
Date: 2024.09.19 09:04:33 -05'00'

Date: _____

DIRECTOR / SUPERVISOR:

Doug Brown
Digitally signed by Doug Brown
Date: 2024.09.19 08:52:26 -05'00'

Date: _____

CITY PURCHASING AGENT:

Michael Lesko

Date: 09/19/2024

SIGN OFF:

(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2024-400

AN ORDINANCE AUTHORIZING THE PURCHASE OF INVENTORY
ITEMS FOR THE UNIT 4 PULVERIZERS FROM WOOD GROUP
USA, INC. IN AN AMOUNT NOT TO EXCEED \$195,966.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of inventory items for the pulverizers at Unit 4 from Wood Group USA, Inc. ("Wood Group"), and

WHEREAS, these parts are to replenish inventory. There is a long lead time to obtain these parts and it is necessary to have them on hand in the event of repair, and

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

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 inventory items for the Unit 4 pulverizers from Wood Group in an amount not to exceed One Hundred Ninety-five Thousand Nine Hundred Sixty-Six Dollars and No Cents (\$195,966.00).

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

Section 3. The payment to Wood Group for the total maximum amount of exceed One Hundred Ninety-five Thousand Nine Hundred Sixty-Six Dollars and No Cents (\$195,966.00) from Account No. 102-100-CA-1542-1404 is hereby authorized, approved, and directed.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 9/26/24
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: Wood Group USA, Inc.

CONTRACT AMOUNT: \$195,966.00

TYPE OF AWARD: Sole Source / OEM

PRIOR ORDINANCE INFORMATION:

Most recent: 055-02-24, \$140,000.00

INFORMATION:

This Ordinance approves the purchase of inventory replacement parts for the Unit 4 Pulverizers from Wood Group USA Inc. ("Wood Group") in an amount not to exceed \$195,966.00. These parts were recently used for a rebuild of Unit 4's pulverizer. There is a long lead-time to obtain these parts; therefore, it is a good practice to have a set of these inventory items in stock in the event of a failure. A failure could prevent the unit from operating at full load for 10-26 weeks.

Wood Group is the OEM for these items. They are 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 19, 2024

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet to Wood Group, USA for the purchase of inventory items for the pulverizers and burners at Unit 4 in an amount not to exceed \$195,966.00 for the Office of Public Utilities, Dallman Plant.

Based on the information provided, Wood Group, USA is the Original Equipment Manufacturer (OEM)/Distributor and is therefore the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



Letter Date: Sep 16, 2024

City Water, Light and Power
Attn: Accts Payable 800 E Monroe St. 4th Floor
Municipal Center East
Springfield, IL USA

Wood Group USA, Inc.
16140 Lee Road, Suite 140
Fort Myers, Florida 33912
United States
www.woodplc.com

Emailed to:
Patti.Salmon@cwlp.com

Attention: Patti Salmon

Subject: Your Inquiry E12502 dated Aug 28, 2024

Wood Proposal No. 241223 **Rev:** 00 (Reference 65-116492-00)

Plant: Dallman

Thank you for your above inquiry. Wood Group USA, Inc. proposes to furnish material as described below, subject to the Terms and Conditions of Wood IEC Terms of Sale of Goods, submitted with this proposal. In the event we are favored with an award, please reference our proposal number on all correspondence.

Item	Qty	Description	Ready to Ship ARO (Weeks)	Net Each	Extended
1	1 set	P/N 1490, Chrome Moly Grinding Segment Set for MBF-22.5 Pulverizer. Cust. Stk. #: D10572001007 Each set consists of four (4) each of segments P/Ns 1491, 1491A, & 1491B. Est wt. is 9,300 lbs. per set. IMPORTED - CIF Houston Please allow 6-8 for sea freight	26	\$66,850.00	\$66,850.00
2	1 set	P/N 1494, Grinding Table Shim Set for an MBF-22.5 Pulverizer Grinding Ring Assembly. Cust. Stk. #: D10572001009 Est'd weight is 104 lbs per set. 4 ea per set	14	\$1,050.00	\$1,050.00
3	12 ea.	P/N 1492, Grinding Segment Wedges for MBF-22.5 on 116492-39-0701 Cust. Stk. #: D10572001010	14	\$855.00	\$10,260.00

'Wood' is a trading name for John Wood Group PLC and its subsidiaries.

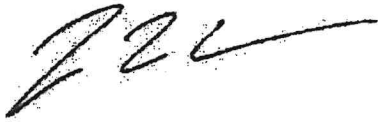
Item	Qty	Description	Ready to Ship ARO (Weeks)	Net Each	Extended
4	24 ea.	P/N 2341, Hex Lock Nut for MBF-22.5 Pulverizer on FW Dwg 116492-39-0701 Cust. Stk. #: D10572001012 (24) each per table. Est'd wgt is 1 lbs ea.	14	\$13.00	\$312.00

TOTAL: **\$78,472.00** USD

Pricing is valid for 30 days. ARO shipment lead time is subject to prior sales and will be verified upon award. Freight terms are FOB S/P - Freight Collect. Please advise the collect account number with your order. Shipment is listed above in weeks ARO. Payment terms are Net 30 days.

Please do not hesitate to contact Nisim Parliyan if you have any questions at: phone +1 908 391 6789 or by email at Nisim.Parliyan@woodplc.com.

Sincere regards,
Wood Group USA, Inc.



Jesse Wark
Vice President of Operations, Power and Industrial

CC: Deborah Tarreto - deborah.tarreto@woodplc.com



Letter Date: Sep 17, 2024

City Water, Light and Power
Attn: Accts Payable 800 E Monroe St. 4th Floor
Municipal Center East
Springfield, IL USA

Wood Group USA, Inc.
16140 Lee Road, Suite 140
Fort Myers, Florida 33912
United States

www.woodplc.com

Emailed to:

Patti.Salmon@cwlp.com

Attention: Patti Salmon

Subject: Your Inquiry PR#E1225 dated Aug 12, 2024

Wood Proposal No. 241199 **Rev:** A (Reference 65-116492-00)

Plant: Dallman

Thank you for your above inquiry. Wood Group USA, Inc. proposes to furnish material as described below, subject to the Terms and Conditions of Wood IEC Terms of Sale of Goods, submitted with this proposal.. In the event we are favored with an award, please reference our proposal number on all correspondence.

Item	Qty	Description	Ready to Ship ARO (Weeks)	Net Each	Extended
1	3 sets	P/N 9620, Primary Air Duct Pitot Tube Assy. Cust. Stk. #: Please Advise - Each set is made of two tube assemblies - Complete Assy with hardware	10	\$1,800.00	\$5,400.00
2	24 ea	P/N 2339, Alloy Steel Stud for MBF-22.5 Pulverizer FW Dwg 116492-39-701 Cust. Stk. #: D10572001011 (24) each per table. Est'd wt. is 3 lbs. ea.	12	\$65.00	\$1,560.00
3	12 ea	P/N 1506, Tapered Pin for MBF-22.5 Pulverizer FW dwg. 116492-39-701 Cust. Stk. #: D8208044112 Expedited Delivery. Est wt. is 4 lbs. ea. (2) Are required per roller assy	12	\$192.00	\$2,304.00

'Wood' is a trading name for John Wood Group PLC and its subsidiaries.

2024-401

Item	Qty	Description	Ready to Ship ARO (Weeks)	Net Each	Extended
4	3 ea	P/N 2460, Ceramic Lined Coal Shield Assembly for MBF-22.5 Pulverizer on 116492-39-0701 Cust. Stk. #: D8208044118 Lined With Ceramic Tiles Approx four (4) times life of standard Coal Shield Est wt is 400 lbs. ea	10	\$5,570.00	\$16,710.00
5	1 set	P/N 1905, Complete set of Airports for MBF-22.5 Pulverizer on dwg L-065-8 A Cust. Stk. #: D8208044205 S/P is Salina, KS.	14	\$91,520.00	\$91,520.00

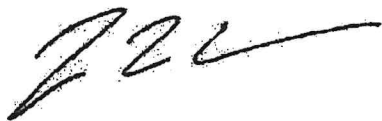
TOTAL: \$117,494.00 USD

Pricing is valid for 30 days. ARO shipment lead time is subject to prior sales and will be verified upon award. Freight terms are FOB S/P - Freight Collect. Please advise the collect account number with your order. Shipment is listed above in weeks ARO. Payment terms are Net 30 days.

Please do not hesitate to contact Nisim Parliyan if you have any questions at: phone +1 908 391 6789 or by email at Nisim.Parliyan@woodplc.com.

Sincere regards,

Wood Group USA, Inc.



Jesse Wark
Vice President of Operations, Power and Industrial

CC: Deborah Tarreto - deborah.tarreto@woodplc.com

WOOD GROUP USA INC.
MAINTENANCE PARTS AND SERVICES DEPT.
TERMS AND CONDITIONS OF SALE OF GOODS

This proposal and any contract arising therefrom is expressly conditioned on Buyer's assent to these terms and conditions. Any order issued by Buyer to purchase the services specified in Seller's proposal shall be deemed to constitute Buyer's assent to these terms and conditions. Any additional or different terms specified in Buyer's order are hereby expressly objected to by Seller and will not be binding upon Seller unless expressly agreed to in writing by Seller.

1. **PRICE AND PRICE VALIDITY:** Unless otherwise specified, the price(s) stated in the Proposal are in U.S. funds. Unless otherwise specified, prices are based upon delivery EXW (Incoterms 2010) Seller's or its subsupplier's factory. The price is based upon the quantity of goods specified in the proposal and an increase or decrease in the quantity may result in a change in the unit price. Unless otherwise specified, this Proposal is valid for thirty (30) days from the date of this Proposal. Seller shall have the right to withdraw its Proposal at any time before formal acceptance by the Buyer. Due to current market volatility with regard to the supply of certain materials, the pricing in this proposal does not provide any allowance for any pricing fluctuations that may be caused by threatened, potential and actual government action. Governmental actions, by way of example and not limitation, may include trade tariffs, retaliatory tariffs, trade barrier, embargos and quotas by any country. Such actions are beyond Seller's control and can cause extreme fluctuation in pricing. Upon the occurrence of any such changes, Seller reserves the right to adjust any prices affected. In the event of actions or omissions of Buyer that increase the Seller's cost of or time of performance, then Seller shall be entitled to an equitable adjustment to the schedule (if applicable) and to the contract price for the acts or omissions or delays that impact Seller.
2. **TERMS OF PAYMENT:** Unless otherwise stated in the Proposal, the price shall be invoiced upon shipment of equipment and pro rata invoices shall be issued for partial shipments. If shipment is delayed by Buyer the price shall be invoiced when the equipment is ready for shipment, and Buyer shall pay for storage, maintenance and handling charges. No offset or retention shall be applicable to invoices issued by Seller. Invoices shall be payable within thirty (30) days from the date of receipt of invoice by the Buyer. In the event Buyer fails to make any payments when due, interest shall be charged on past due accounts and Seller may suspend further deliveries and terminate this contract and any other contract with Buyer. In the event Buyer is located outside the United States, prior to Seller's commencement of performance Seller may require Buyer to, for any reason, (a) establish a letter of credit in the amount of the contract price and in a form and from a bank acceptable to Seller for payment of the price to Seller, or (b) require payment by wire transfer at least two business days prior to a scheduled shipment of Goods or provision of services.
3. **TAXES:** The prices are exclusive of any present or future federal, state or local sales, use, property, gross receipts, gross income, excise, value added or other similar taxes with respect to the work performed herein. If Seller is required by applicable law or regulation to pay or collect any such taxes on the work performed herein, then such tax shall be paid by Buyer in addition to the price.
4. **TIME OF PERFORMANCE:** All schedule dates are estimated dates, and in no event shall Seller be liable for any delay damages. All schedule dates shall be extended for, delays attributable to fires, floods, labor disputes, riots, thefts, accidents, act of the Government, acts of subsuppliers, acts of other contractors, acts of Buyer, unavailability of qualified labor or materials, or any other cause beyond the reasonable control of Seller which may delay the work.
5. **WARRANTY:** Seller warrants that the work performed pursuant to this contract shall be free from defects in materials and workmanship. Seller shall correct any failure of the work which fails to conform to this warranty provided Buyer notifies Seller of such nonconformity in writing promptly upon discovery but not later than twelve months after shipment. Any warranty defect, repair, replacement, correction, or reperformance made pursuant to these terms and conditions will be warranted an additional twelve (12) months after completion of such repair, replacement, correction, or reperformance. However, in no event, shall any extended warranty expire later than six (6) months past the end of the original warranty period i.e. the maximum warranty expiration date will be six (6) months past the expiration of the original warranty expiration. Corrections shall be performed by repair or replacement of the defective part EXW (Incoterms 2010) Seller's or its subsupplier's factory, and the Seller shall not be responsible for any costs related to the removal, transportation or reinstallation of such part at Buyer's site. In lieu of correction of the defective part Seller may at its option negotiate an appropriate reduction in the price in the event it is not practical or feasible to correct the part. Seller shall not be held responsible for corrections made by Buyer unless prior written approval is given to Buyer by Seller. Seller makes no design or performance guarantees, and the effects of corrosion, erosion, vibration, chemical attack and deterioration due to normal wear are specifically excluded from Seller's warranty. Seller shall not be responsible for any hidden conditions, or obstructions that are not identified in the Order, which could not have been reasonably foreseen, or which were not otherwise accessible or visually verifiable during Buyer provided access to the existing equipment. Seller shall have no liability for parts obtained from subsuppliers other than to assist Buyer in enforcing the warranty provided by the subsupplier. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXCEPT THAT OF TITLE, WHETHER WRITTEN, ORAL OR IMPLIED, IN FACT OR IN LAW (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.)** Correction of defects, in the manner and within the period of time provided above, shall constitute the entire liability of Seller with respect to defects in the work, whether in contract, tort (including negligence), warranty, strict liability or any other legal theory.
6. **LIMITATION OF LIABILITY:** In no event shall either party be liable to the other, whether in contract, tort (including negligence), warranty, strict liability or any other legal theory, for any indirect, consequential, punitive, special or exemplary damages, such as, but not limited to, cost of capital, loss of anticipated profits or revenue, loss of use or increased expense of use of equipment or plant, loss of power or production, cost of purchased or replacement power or production, or claims of customers of Buyer. The remedies of Buyer set forth in these terms and conditions are exclusive. The liability of Seller and its subcontractors or vendors, whether in contract, tort (including negligence), warranty, strict liability or any other legal theory, shall be limited to the contract price.
7. **LIABILITY TO OWNER:** In the event Buyer is different than the Owner of the facility for which the work is performed, Buyer shall obtain from the Owner, in favor of Seller and its subcontractors and vendors, a written release from consequential damages and a written limitation of liability as provided above. Buyer shall indemnify Seller and its subcontractors and vendors from liability to the Owner arising from Buyer's failure to obtain such release and limitation of liability.
8. **TERMINATION:** In the event Buyer should terminate this contract for any reason, Buyer shall pay the Seller for all work performed prior to the date of termination and all costs to bring the work to a conclusion, including cancellation charges of subcontractors and vendors.
9. **DRAWINGS AND TECHNICAL INFORMATION:** Drawings and technical information provided by Seller contains confidential and proprietary information. Buyer's use of such drawings and information is limited to activities related to operation and maintenance of the goods sold to Buyer under this contract. In no event shall Buyer use such drawings and information to reproduce or have reproduced the goods sold to Buyer under this contract.
10. **NUCLEAR FACILITIES:** In the event the work under this contract is intended for use at any nuclear facility or in connection with any activity related to the use of or exposure to nuclear material (including, without limitation, "source", "special", "by-product" or "spent" nuclear fuel as defined in the Atomic Energy Act of 1954, as amended), Buyer shall indemnify Seller and its subcontractors and vendors from and against any and all claims, liability, cost or expense arising out of a "nuclear incident" as defined in the Atomic Energy Act of 1954 as amended. Buyer shall maintain (i) insurance protection (in which Seller and its subcontractors and vendors are additional insureds and beneficiaries of waivers of subrogation against liability or loss arising out of a "nuclear incident", including nuclear property and liability insurance of the type issued by the American Nuclear insurers (ANI) in such amounts and form as shall meet the financial protection requirements of the Nuclear Regulatory Commission pursuant to Subsection 170(b) of the Atomic Energy Act of 1954, as amended, and (ii) a government indemnity agreement with the Nuclear Regulatory Commission pursuant to Subsection 170(c) of the Atomic Energy Act of 1954, as amended. Such indemnity agreement shall include Seller and its subcontractors and vendors as indemnitees. Buyer shall perform, without cost to Seller, all required decontaminations necessary to permit Seller to perform

its obligations in the same manner as though the work had never been subject to radioactive contamination.

11. GOVERNING LAW; DISPUTES: This contract shall be governed by and construed in accordance with the laws of the State of New Jersey. Any dispute between Buyer and Seller arising out of or relating to Seller's proposal and any contract arising therefrom, including the validity, interpretation, performance or breach thereof, shall be finally settled by arbitration in New York City in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

City of Springfield, Illinois ("City") Conditions of Acceptance to Wood Group USA Inc., Maintenance Parts and Services Dept. Terms and Conditions of Sale of Goods (Form MPS/Goods (Rev 4)) for the purchase items for the Unit 4 Pulverizer (Wood Proposal No. 241223, Ref. 65-116492-00 \$78,472.00 and Wood Proposal No. 241199, Ref. 65-116492-00 \$117,494.00) are as follows:

This contract does not authorize an expenditure of city funds in excess of the above-mentioned Proposal amount without the prior approval of the Springfield City Council or Director of OBM, as applicable. Wood Group USA Inc. ("Wood Group") 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 said amount.

Affirmative Action Compliance

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

Non-Barring from Bidding

Wood Group certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.

Non-Delinquency

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

Federal, State, and Local Laws

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

Paragraph 3. TAXES, is amended to include "The Buyer is a tax exempt governmental agency and shall provide a certification of such to Seller for Seller's use in this agreement."

Paragraph 11. GOVERNING LAW; DISPUTES, is amended as follows: "This contract shall be governed by and construed in accordance with the laws of the State of ~~New Jersey~~ Illinois. Any dispute between Buyer and Seller arising out of or relating to Seller's proposal and any contract arising therefrom, including the validity, interpretation, performance or breach thereof, shall be finally settled by arbitration in ~~New York City~~ Chicago in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association."

Wood Group USA Inc.

Jesse Wark VP of Operations, Power & Industrial

(Type or print name of Authorized Representative)

(Signature of Authorized Representative.)

Date: September 23, 2024

City of Springfield, Illinois

(Type or print name of Authorized Representative)

(Signature of Authorized Representative)

Date: _____



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	WOOD GROUP USA, INC.		
File Number	68782961	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	05-23-2013	State	TEXAS
Duration Date	PERPETUAL		
Annual Report Filing Date	05-06-2024	Annual Report Year	2024
Agent Information	UNITED AGENT GROUP INC. 1320 TOWER ROAD SCHAUMBURG ,IL 60173	Agent Change Date	10-31-2023

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Purchase Master Entity Certificate of Good Standing

Change of Registered Agent and/or Registered Office

Adopting Assumed Name

ORDINANCE FACT SHEET

DATE OF 1st READING: 10/1/24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

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

FISCAL IMPACT: \$195,966.00

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

CONTRACTOR / VENDOR NAME: Wood Group USA, Inc.

VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: total \$195,966.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: 38.40

Previous Ord #'s 055-02-24

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CA	1542	1404	195,966
2						
3						
4						

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

2 Quotes

STAFF ANALYSIS

Ordinance to purchase inventory items for Unit 4 pulverizers at the Generating Facilities.

FUNDS CHECK BY:

Cavanaugh,
Rachel H.Digitally signed by Cavanaugh,
Rachel H.
Date: 2024.09.19 10:45:47 -05'00'

Date: _____

DIRECTOR / SUPERVISOR:

Doug Brown

Digitally signed by Doug Brown
Date: 2024.09.19 10:35:12 -05'00'

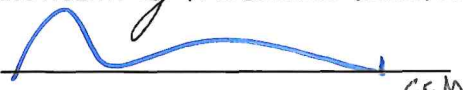
Date: _____

CITY PURCHASING AGENT:

J Michael Lesko

Date: 09/19/2024

SIGN OFF:


(Mayor's Signature)
(Director of OBM)

2024-401

The information supplied on this form is not confidential information.

**AN ORDINANCE APPROVING THE PLAN FOR THE LARGE SCALE
DEVELOPMENT OF PROJECT CAPITOL FOR THE OFFICE OF
PUBLIC WORKS**

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

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission have reviewed and recommended approval of the large scale development of Project Capitol; and

WHEREAS, all requirements of the 1988 City of Springfield Code of Ordinances, as amended, have been met.

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

Section 1: That the large scale development of Project Capitol is hereby accepted and approved by the City Council.

Section 2: That the Mayor is authorized to sign and the City Clerk to attest approval of said large scale development for and in the name of the City.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/26/24
Office of Corporation Counsel/Date

Location: Ward 4



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Molly Berns, Executive Director 

DATE: September 20, 2024

RE: Project Capitol – Large Scale Development and Variance Section 153.157(L)

Enclosed is a summary of a Large Scale Development and Variance reviewed at the September 18, 2024 meeting of the Springfield-Sangamon County Regional Planning Commission. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this Large Scale Development for your convenience.

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

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

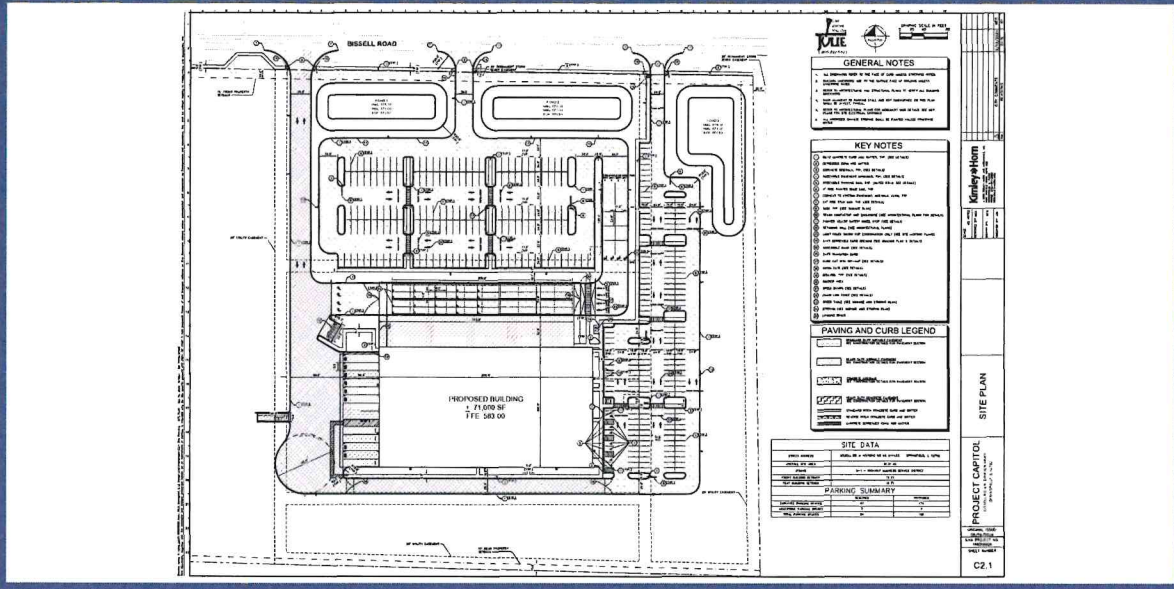
MB/JZ/EP/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Valera Yazell



PROJECT SUMMARY



Development: Project Capitol - Large Scale Development and Variance of Section 153.157(L)

Developer: Ryan Companies US, Inc. Acres: 31.31

Engineer: Kimley-Horn and Associates, Inc. Lots: 1

Location: Pt. of the NE ¼ of Sec. 13, T16N, R5W – Located near the intersection of Bissell Road and Dirksen Parkway

Corporate Limits: ☒ in ☐ out

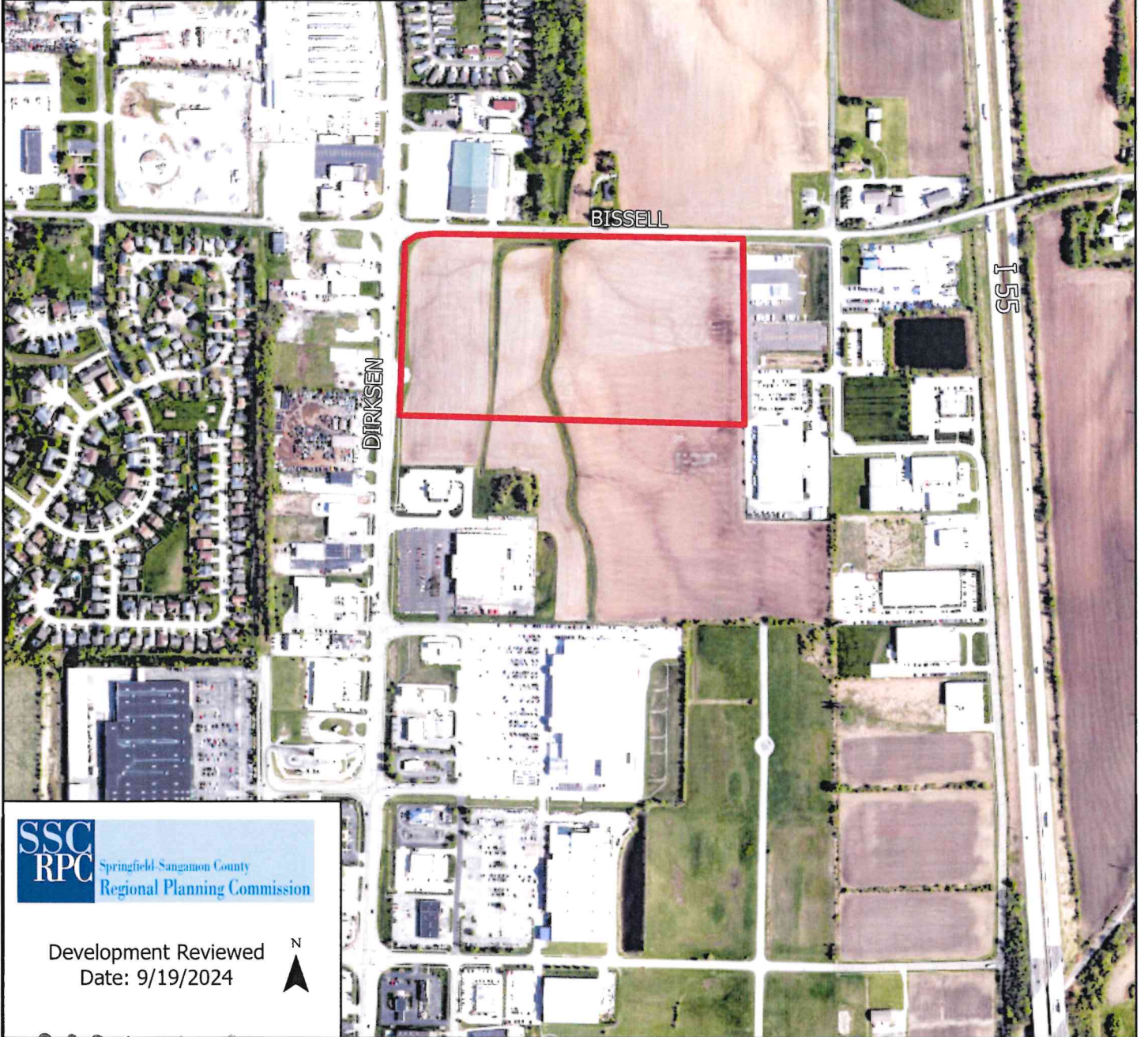
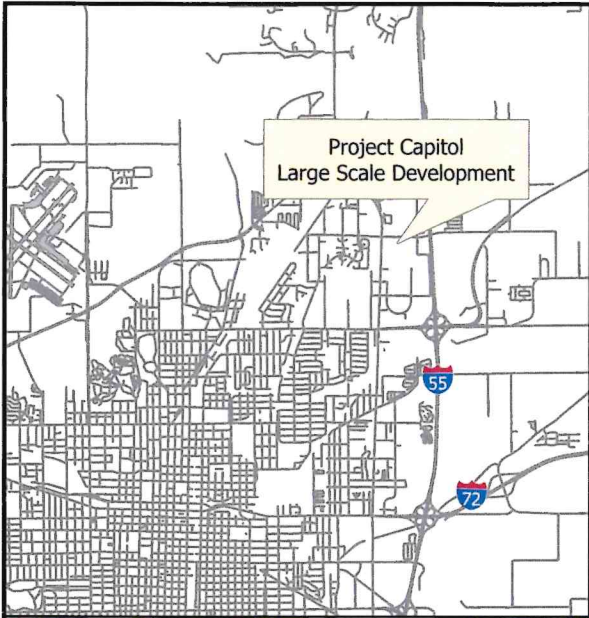
Project description: The proposed development is a 71,000 square foot warehouse distribution center situated on Bissell Road with three access points. The variance requested will allow these access points onto Bissell Road, which is an arterial street.

Essential Services: Sewer: SCWRD Electric: CWLP

Water: CWLP Fire Protection: City of Springfield

Variances approved: Section 153.157(L) - Restriction of Access

Recommendation: The Land Subdivision Committee and the Regional Planning Commission recommended approval.



Development Reviewed
Date: 9/19/2024



2024-402

ORDINANCE FACT SHEET

DATE OF 1st READING: 10/01/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Daniel R. Crouse

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

PHONE NUMBER: 217-789-2255

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE LARGE SCALE DEVELOPMENT OF PROJECT CAPITOL FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

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

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

STAFF ANALYSIS

This is an ordinance approving the large scale development of Project Capitol for the Office of Public Works. The development is located on the south side of Bissell Road, east of N. Dirksen Parkway.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR:

CITY PURCHASING AGENT:

Date: _____

Date: 27 SEP 24

Date: _____

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2024-402

**AN ORDINANCE REGARDING THE VARIANCE REQUEST OF
SECTION 153.157(L) PERTAINING TO RESTRICTION OF ACCESS TO
AN ARTERIAL STREET FOR PROJECT CAPITOL FOR THE OFFICE
OF PUBLIC WORKS**

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

WHEREAS, the developers of Project Capitol have requested a variance of Section 153.157(L) of the 1988 City of Springfield Code of Ordinances, as amended ("Land Subdivision Ordinance"), to allow the access to Bissell Road via three private access drives; and

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

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

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

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

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

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

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

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

Section 2: That the application for a variance of Section 153.157(L) of the Springfield Subdivision Ordinance is: (The City Clerk shall check the following based upon the outcome of the vote.)

- () Approved to allow access to Bissell Road via three private access drives.

- () Denied.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency: _____ 9/26/24

Office of Corporation Counsel/Date

Requested by: Mayor Misty Buscher

Location: Ward 4

Subdivision Variance Request

To: Joseph A. Zeibert
Springfield – Sangamon County
Regional Planning Commission

From: Jared Kenyon; Kimley-Horn and Associates, Inc.
Kyle Schott; Ryan Companies

Date: August 19, 2024

Re: *Project Capitol
Bissell Rd & Dirksen Pkwy
Springfield, Illinois 62707*

Kimley-Horn and Associates, Inc., serves as the engineering consultant for Ryan Companies. Kimley-Horn is filing a subdivision variance request for the property located at Bissell Rd & Dirksen Parkway in Springfield, Illinois.

The request is a variance from **Section 153.157(L)**. It is understood the general procedures for a variance request are outlined below in **Section 153-207-a** of the City of Springfield's Code of Ordinances.

Variance of Subdivision Requirements. [Article XII, § 153.207]

§ 153.137(L) *Restriction of access. When a subdivision or a portion of it adjoins a major or minor arterial, no lot shall have direct access to the arterial.*

1. The intent of the chapter is maintained.
The existing access on Dirksen Parkway (US 66) will remain and be unused. There are no proposed access drives onto Dirksen Parkway. All proposed access is on Bissel Road.
2. Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist
The existing access on Dirksen Parkway (US 66) will remain and be unused. There are no proposed access drives onto Dirksen Parkway. All proposed access is on Bissel Road.
3. The extraordinary circumstances will result in a hardship not merely an inconvenience.
The existing access on Dirksen Parkway (US 66) will remain and be unused. There are no proposed access drives onto Dirksen Parkway. All proposed access is on Bissel Road.
4. The circumstances upon which the request for variance is based are not common to most other tracts of land
The existing access on Dirksen Parkway (US 66) will remain and be unused. There are no proposed access drives onto Dirksen Parkway. All proposed access is on Bissel Road.
5. The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act.
The existing access on Dirksen Parkway (US 66) will remain and be unused. There are no proposed access drives onto Dirksen Parkway. All proposed access is on Bissel Road.

6. The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

The existing access on Dirksen Parkway (US 66) will remain and be unused. There are no proposed access drives onto Dirksen Parkway. All proposed access is on Bissel Road.

Conclusion

Based on the criteria listed above, the applicant believes there is valid support for the requested variance on the Project Capitol Subdivision.

Sincerely,



Jared Kenyon, P.E.
Project Manager
Kimley-horn and Associates, Inc.
Phone: 331-481-7329
Email: jared.kenyon@kimley-horn.com

ORDINANCE FACT SHEET

DATE OF 1st READING: 10/01/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Daniel Crouse

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

PHONE NUMBER: 789-2255

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE VARIANCE REQUEST OF SECTION 153.157(L) PERTAINING TO THE RESTRICTION OF ACCESS TO AN ARTERIAL STREET FOR PROJECT CAPITOL FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

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

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

STAFF ANALYSIS

An ordinance approving the variance request for Section 153.157(L) to allow for access onto Bissell Road, an arterial roadway. The Land Subdivision Committee and Springfield/Sangamon County Regional Planning Commission both recommend approval of the variance request. The subdivision is located on the south side of Bissell Road, east of N. Dirksen Parkway.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR:

CITY PURCHASING AGENT:

SIGN OFF:

(Mayor's Signature)

Date: _____

Date: 23 SEP 24

Date: _____

(Director of OBM)

2024-403

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT WITH NANCY JO HAUPTMANN FOR A TRACT OF LAND WITH NO ASSIGNED ADDRESS LOCATED AT PARCEL INDEX NO. 14-16.0-256-031, 14-16.0-256-032 AND 14-16.0-256-033, 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, Nancy Jo Hauptmann ("Owner") has filed a petition that the City annex certain property legally described as follows:

Lots 1, 2 and 3 in Block 9 of WT Jones' Skyline Heights and part of the vacated roads 25 feet adjacent to said Lots as described in the Memo of Vacation recorded January 15, 1993 as Document Number 1993R01793.

EXCEPT; parts of Lots 1, 2 and 4 in Block 9 of WT Jones' Skyline Heights Subdivision in the Southwest Quarter of the Northeast Quarter of Section 16, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, further described as follows:

Beginning at the Southeast corner of Lot 3; thence westerly 150.00 feet, along the South line of Lots 3, 2 and 1, to the Southwest corner of Lot 1; thence northerly 40.00 feet, along the West line of said Lot 1; thence easterly 150.00 feet to the East line of Lot 3, thence southerly 40.00 feet, along said East line to the point of beginning.

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 Nancy Jo Hauptmann ("Owner") to consider the annexation of property located at Parcel 14-16.0-256-031, 14-16.0-256-032 and 14-16.0-256-033. 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

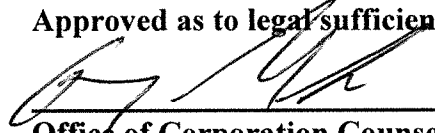
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/26/24
Office of Corporation Counsel / Date



Senior Assistant Corporation Counsel

Steven C. Rahn
Kateah McMasters
Charles Munson
Michael Hampleman

Assistant Corporation Counsel

Emily Rosenberger

**OFFICE OF CORPORATION COUNSEL
CITY OF SPRINGFIELD, ILLINOIS**

GREGORY E. MOREDOCK
Corporation Counsel

Rm. 313 Municipal Center East
800 East Monroe Street
Springfield, IL 62701-1689
Phone: (217) 789-2393
Fax: (217) 789-2397

September 17, 2024

Nancy Jo Hauptmann
505 W. Browning Rd
Springfield, IL 62707

RE: Annexation Agreement – Browning Rd

I am in receipt of your petition for annexation. Enclosed please find 3 original annexation agreements for review. I have marked signature spaces with flags. Please have all signed in front of a notary and return all of the documents to: Bob Lowe, Office of Public Works, 300 South Seventh Street, Room 201, Springfield, Illinois 62701.

An ordinance will need to be passed by the City Council prior to the Mayor signing the agreement. The agreement will be placed on the next available agenda after all of the documents are received by the Office of Public Works.

If you have any questions, please contact the undersigned.

Sincerely yours,

Kateah McMasters
Sr. Assistant Corporation Counsel
City of Springfield, Illinois

Encl

2024-404

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 **Nancy Jo Hauptmann f/k/a Nancy Jo DuRocher** ("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, **Nancy Jo Hauptmann f/k/a Nancy Jo DuRocher**, is the owner(s) of record of three (3) tracts of Land (irregularly shaped parcels) located on Browning Road West of Veterans parkway (no addresses assigned), Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel nos.: 14-16.0-259-031; 14-16.0-259-032; and 14-16.0-259-033, 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 Browning 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

- A. The Land has frontage on a 10-inch water main owned and operated by the City running along Browning 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.
- B. 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)s shall request additional metered taps from the City. The cost of each additional metered tap shall be borne by the Owner(s).
- C. 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.
- 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.
- E. 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.
- F. 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 not located within the Sangamon County Water Reclamation District ("SCWRD"). The Owner(s) agree to annex to the Sangamon County Water Reclamation District and follow all requirements of City Codes and Standards regarding sanitary sewer collection, installation, operation and maintenance.

Upon execution of this Agreement, the Owner(s) will be allowed to construct a private sewage disposal system/septic tank on the Land. Prior to commencing construction, the Owner shall obtain a permit for said construction in accordance with Section 51.63 of the City of Springfield Code of Ordinances from the Office of Public Works, as well as comply with all applicable rules and regulations established by the Illinois Department of Public Health pertaining to the installation and construction of private sewage disposal systems.

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

To Owner(s):
Nancy Jo Hauptmann f/k/a Nancy Jo DuRocher
505 West Browning Road

Room 203 Municipal Center West
300 S. 7th Street
Springfield, IL 62701
Facsimile: (217) 789-2109

Springfield, IL 62707

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: _____ ATTEST: _____
Mayor *GEH* City Clerk

OWNER – Nancy Jo Hauptmann f/k/a Nancy Jo DuRocher

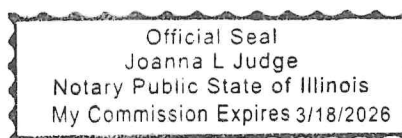
By: *Nancy Jo Hauptmann*

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 **Nancy Jo Hauptmann f/k/a Nancy Jo DuRocher**, 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 17 day of Sept., 2024.

Joanna L. Judge
Notary Public



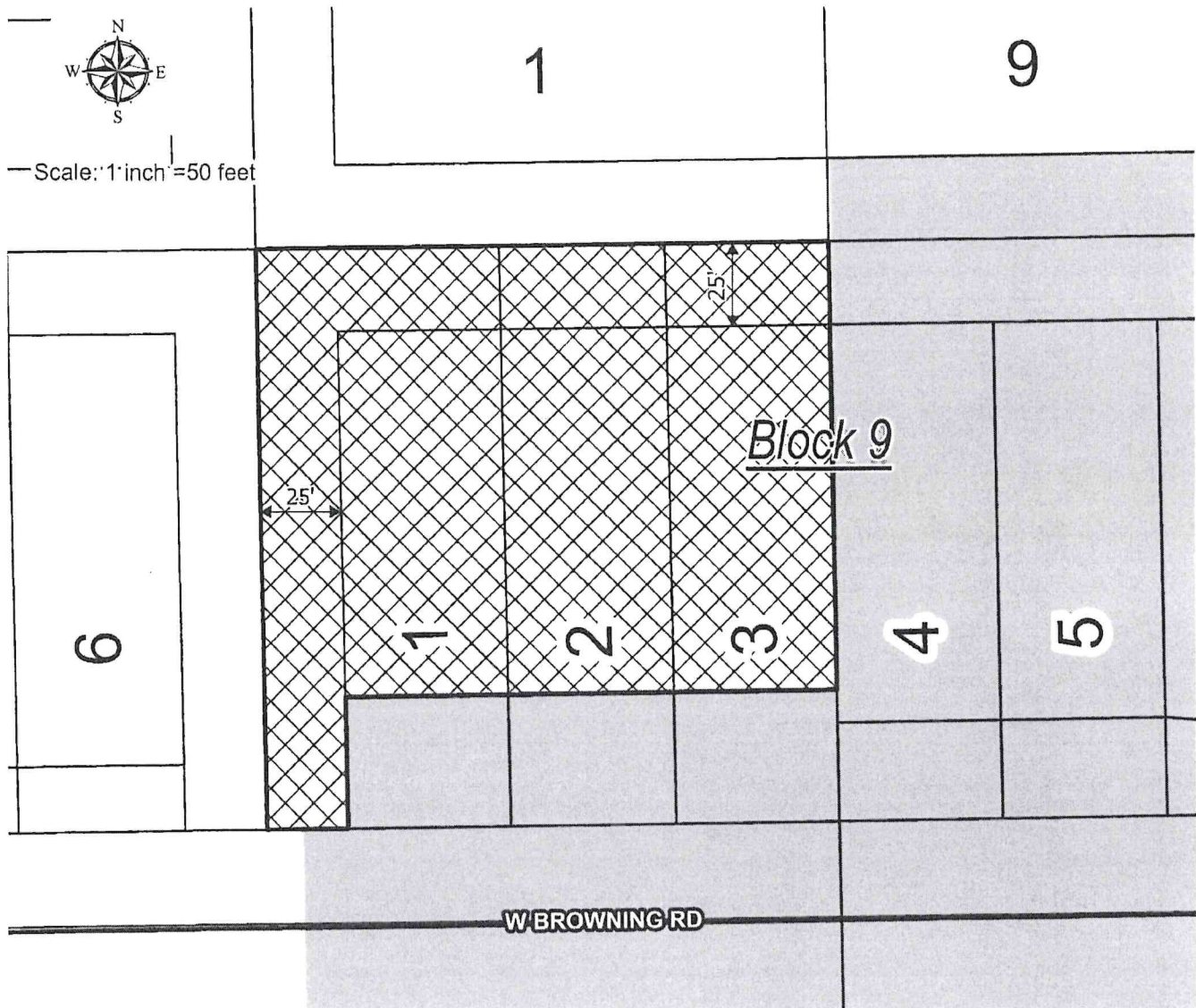
PIN: 14-16.0-259-031, 032 & 033
No Address Assigned

ANNEXATION PLAT

W.T. Jones' Skyline Heights Sub., SW 1/4, NE 1/4, Sec 16, T16N, R5W, 3rd PM



Scale: 1 inch = 50 feet



Legend

- Subdivision Boundary
- Proposed Annexation
- Springfield Corp. Limits

NOTE:

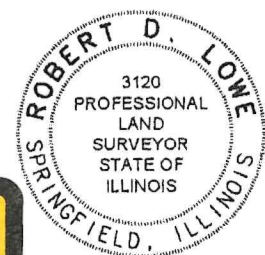
The parcel shown is based on the Plat of Subdivision for W.T. Jones' Skyline Heights Subdivision recorded Book 15 on Page 89 in the Sangamon County Recorder's Office.

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

8/26/2024
Date



2024-404

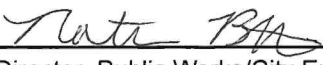
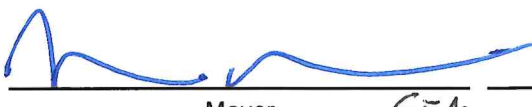
ORDINANCE FACT SHEET

Department Information

Office Requesting: **Public Works**
Staff Member: **Robert Lowe**
Date: **September 18, 2024**
First Reading: **10/1/2024**
Emergency Passage: **N**
Type of Ordinance: **Annexation Agreement**

Annexation Information

Petitioner Name: **Nancy Jo Hauptmann**
Property Address: **No Address Assigned**
PIN: **14-16.0-256-031, 032 & 033**
Number of electors residing at property: **0**
Are the petitioners the only electors: **N**
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
WITH NO ASSIGNED ADDRESS LOCATED AT PARCEL 14-16.0-256-031,
14-16.0-256-032 AND 14-16.0-256-033 AND OWNED BY NANCY JO
HAUPTMANN**

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, NANCY JO HAUPTMANN ("Owner") has filed a verified petition duly executed and sworn, that the City annex the following described real property:

Lots 1, 2 and 3 in Block 9 of WT Jones' Skyline Heights and part of the vacated roads 25 feet adjacent to said Lots as described in the Memo of Vacation recorded January 15, 1993 as Document Number 1993R01793.

EXCEPT; parts of Lots 1, 2 and 4 in Block 9 of WT Jones' Skyline Heights Subdivision in the Southwest Quarter of the Northeast Quarter of Section 16, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, further described as follows:

Beginning at the Southeast corner of Lot 3; thence westerly 150.00 feet, along the South line of Lots 3, 2 and 1, to the Southwest corner of Lot 1; thence northerly 40.00 feet, along the West line of said Lot 1; thence easterly 150.00 feet to the East line of Lot 3, thence southerly 40.00 feet, along said East line to the point of beginning.

Commonly no assigned address as further described on the plat of annexation attached hereto as Exhibit "A"; and

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 North Side 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

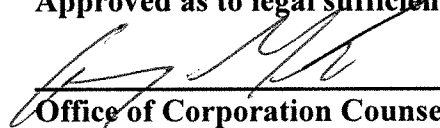
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/26/24
Office of Corporation Counsel / Date

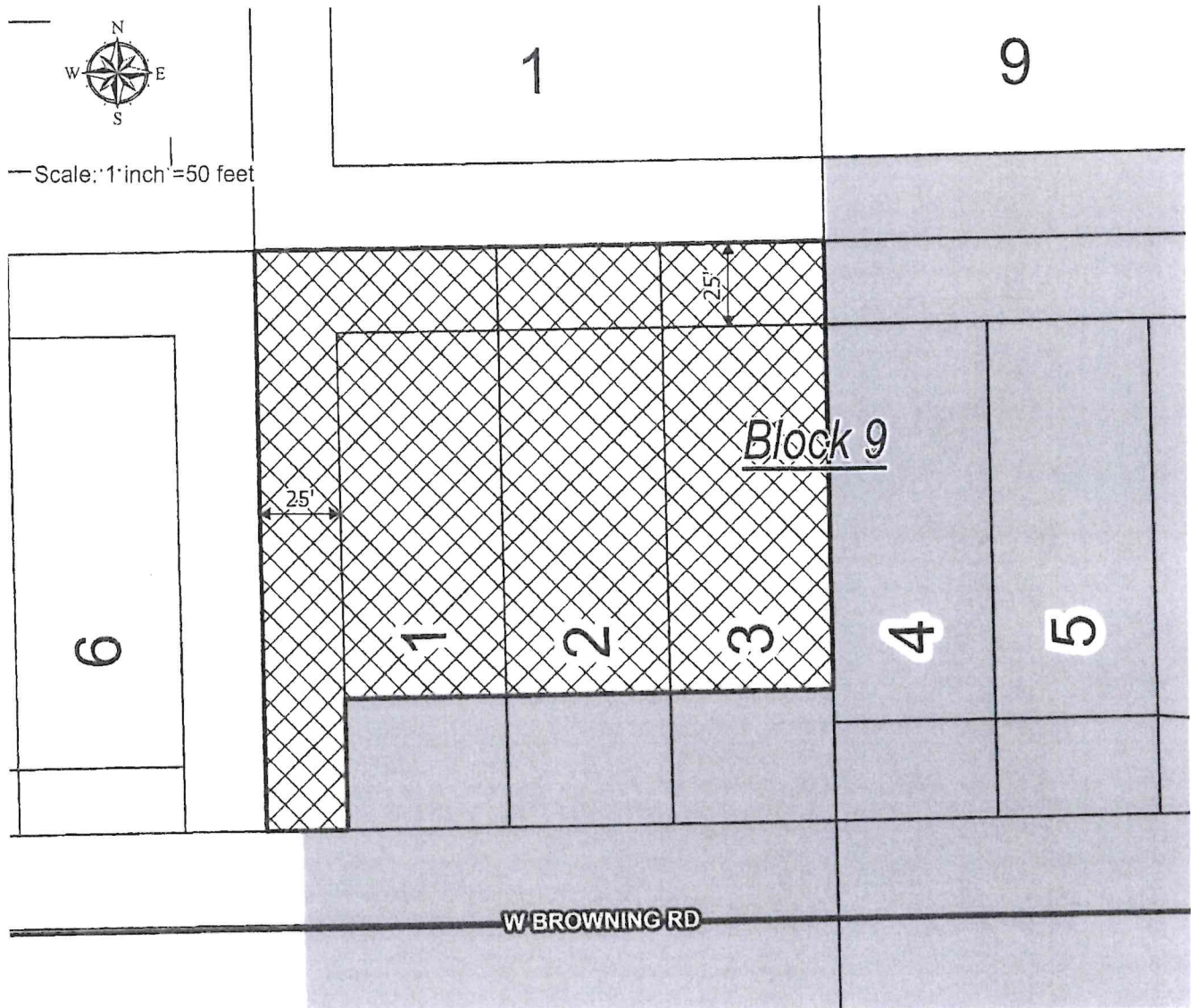
PIN: 14-16.0-259-031, 032 & 033
No Address Assigned

ANNEXATION PLAT

W.T. Jones' Skyline Heights Sub., SW 1/4, NE 1/4, Sec 16, T16N, R5W, 3rd PM



Scale: 1 inch = 50 feet



Legend

- Subdivision Boundary
- Proposed Annexation
- Springfield Corp. Limits

NOTE:

The parcel shown is based on the Plat of Subdivision for W.T. Jones' Skyline Heights Subdivision recorded Book 15 on Page 89 in the Sangamon County Recorder's Office.

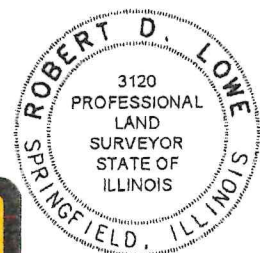
I hereby certify that the above plat correctly represents and identifies the parcel of record to be annexed to the City of Springfield, Illinois.

Robert D. Lowe

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

8/26/2024

Date



2024-405

Legal Notification Sheet

Gregory Moredock

Date: **September 18, 2024**

Petitioner's Name: **Nancy Jo Hauptmann**

Property Address: **X No Address Assigned**
PIN: 14-16.0-256-031, 032 & 033

Legal Description

Lots 1, 2 and 3 in Block 9 of WT Jones' Skyline Heights and part of the vacated roads 25 feet adjacent to said Lots as described in the Memo of Vacation recorded January 15, 1993 as Document Number 1993R01793.

EXCEPT; parts of Lots 1, 2 and 3 in Block 9 of WT Jones' Skyline Heights Subdivision in the Southwest Quarter of the Northeast Quarter of Section 16, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, further described as follows:

Beginning at the Southeast corner of Lot 3; thence westerly 150.00 feet, along the South line of Lots 3, 2 and 1, to the Southwest corner of Lot 1; thence northerly 40.00 feet, along the West line of said Lot 1; thence easterly 150.00 feet to the East line of Lot 3; thence southerly 40.00 feet, along said East line to the point of beginning.

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: **September 18, 2024**

First Reading: **10/1/2024**

Emergency Passage: **N**

Type of Ordinance: **Annexation**

Annexation Information

Petitioner Name: **Nancy Jo Hauptmann**

Property Address: **No Address Assigned**

PIN: **14-16.0-256-031, 032 & 033**

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

Are the petitioners the only electors: **N**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **N Y**



Director, Public Works/City Engineer



Mayor



Director, OBM

September 18, 2024

2024-405

Page 1 of 2

**AN ORDINANCE ACCEPTING THE LOW BID AND AUTHORIZING THE
EXECUTION OF CONTRACT NUMBER PW25-32 WITH PAUL TREE FARMS,
LLC TO FURNISH 150 TREE PLANTINGS IN THE AMOUNT OF \$65,700.00, FOR
THE OFFICE OF PUBLIC WORKS**

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

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

WHEREAS, pursuant to the above, Paul Tree Farms, LLC has submitted the lowest bid to furnish 150 tree plantings in an amount not to exceed \$65,700.00 for the Office of Public Works; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW25-32; and

WHEREAS, the Purchasing Agent recommends awarding this contract to Paul Tree Farms, LLC

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

Section 1: That the City Council hereby accepts the bid of Paul Tree Farms, LLC to furnish 150 tree plantings in an amount not to exceed \$65,700.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute Contract No. PW25-32 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management, upon satisfactory performance of the contract, is hereby authorized to make payment to Paul Tree Farms, LLC (0PAU5700) in an amount not to exceed \$65,700.00 from account number 001-110-WORK-GARA-1232.

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

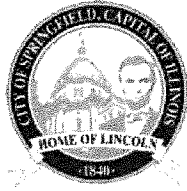
ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date

[Signature] 9/26/24



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

MEMORANDUM

TO: David Whitworth
Office of Public Works

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: September 24, 2024

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# PW25-32 Fall 2024 UFC Tree Planting for the Office of Public Works and recommended award Paul Tree Farms, LLC.

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

Vendor:		Aztech Landscaping Ltd. Alex Quintanilla 885 Piper Way Sandwich, IL 60548 alex@aztechlandscaping.com 815-786-7647	Paul Tree Farms Danny Paul 12430 State Route 125 Pleasant Plains, IL 62677 paultreefarmsllc@yahoo.com 217-414-9556
Category			
Cost: (Up to 65 Points) Lower Cost = Higher Points		48.33	61.67
Varieties: (Up to 15 Points) More Variety = Higher Points		12.33	8.67
Calipers Provided: (up to 15 points) Larger Caliper = Higher Points		10.00	10.00
Vendor Location: (Up to 5 Points) In City of Springfield = 5 Points Outside Springfield in Sangamon County = 3 Points Outside Sangamon County = 0 Points		0	3
Total:		70.67	83.33

Cost:

\$81,900.00

\$65,700.00

Varieties Provided:

NOTES: Black text = tree species included in bidder's proposal. Strikethrough text = tree species excluded in bidder's proposal. Red text = bidder's proposed substitutions.

SMALL TREES

American Smoke Tree (*Cotinus obovatus*)
Dogwood (*Cornus florida*)
Japanese Lilac (*Syringa reticulata*)
Red Buckeye (*Aesculus pavia*)
Serviceberry (*Amelanchier* spp.)
Common Witch Hazel (*Hamamelis virginiana*)
Fringetree (*Chionanthus virginicus*)
Seaside Alder (*Alnus maritima*)

MEDIUM TREES

American Hornbeam (*Carpinus caroliniana*)
Ironwood (*Ostrya virginiana*)
Carolina Silverbell (*Halesia carolina*)
Golden Rain Tree (*Koelreuteria paniculata*)
Black Gum or Tupelo (*Nyssa sylvatica*)
Red horse-chestnut (*Aesculus carnea*)
Sassafras (*Sassafras albidum*)

LARGE TREES

American Linden (*Tilia americana*)
Chinkapin Oak (*Quercus muehlenbergii*)
Ginkgo (Male) (*Ginkgo biloba*)
Swamp White Oak (*Quercus bicolor*)
Kentucky Coffee (Male) (*Gymnocladus dioica*)
American Beech (*Fagus grandifolia*)
River Birch (*Betula nigra*)

Calipers Provided:

SMALL TREES

American Smoke Tree (*Cotinus obovatus*)
Dogwood (*Cornus florida*) (WHITE)
Japanese Lilac (*Syringa reticulata*)
Red Buckeye (*Aesculus pavia*) American Maple
Serviceberry (*Amelanchier* spp.)
Common Witch Hazel (*Hamamelis virginiana*)
Fringetree (*Chionanthus virginicus*)
Seaside Alder (*Alnus maritima*) Dogwood-PINK

MEDIUM TREES

American Hornbeam (*Carpinus caroliniana*)
Ironwood (*Ostrya virginiana*)
Carolina Silverbell (*Halesia carolina*) Hackberry
Golden Rain Tree (*Koelreuteria paniculata*)
Black Gum or Tupelo (*Nyssa sylvatica*)
Red horse-chestnut (*Aesculus carnea*)
Sassafras (*Sassafras albidum*)

LARGE TREES

American Linden (*Tilia americana*)
Chinkapin Oak (*Quercus muehlenbergii*)
Ginkgo (Male) (*Ginkgo biloba*)
Swamp White Oak (*Quercus bicolor*)
Kentucky Coffee (Male) (*Gymnocladus dioica*)
American Beech (*Fagus grandifolia*)
River Birch (*Betula nigra*)

Recommendation: Based on its evaluation of the proposals received, Public Works recommends award of this contract to Paul Tree Farms, LLC.

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-46
DATE OF 1ST READING: 10-1-24

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Low Bid FISCAL IMPACT: \$ 65,700.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NO. RFP PW25-32 WITH PAUL TREE FARMS, LLC TO FURNISH 150 TREE PLANTINGS FOR THE OFFICE OF PUBLIC WORKS

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

contract

CONTRACTOR / VENDOR NAME: Paul Tree Farms, LLC

VENDOR NO: 0PAU5700

CONTRACT TERM: completion

CONTRACT #

RFP PW25-32

Change in Scope

Yes ☐No ☒

CONTRACT AMOUNT: \$65,700.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid☐ Other:

Is Purchasing Agent approval required?

No ☐Yes ☒☐ Low Bid Meeting Specs☐ Exception:

Is Purchasing Agent approval attached?

No ☐Yes ☒☐ Low Evaluated Bid

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	110	WORK	GARA	1232	\$ 65,700.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for the planting of 150 street trees within the City of Springfield.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE ACCEPTING THE LOW BID AND AUTHORIZING THE
EXECUTION OF CONTRACT NUMBER PW25-33 WITH PAUL TREE FARMS,
LLC TO FURNISH 150 TREE PLANTINGS TO BE PLANTED AS PART OF THE
AMERICAN FORESTS GRANT PROGRAM IN THE AMOUNT OF \$65,700.00, FOR
THE OFFICE OF PUBLIC WORKS**

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

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

WHEREAS, pursuant to the above, Paul Tree Farms, LLC has submitted the lowest bid to furnish 150 tree plantings to be planted as part of the American Forests Grant Program in an amount not to exceed \$65,700.00 for the Office of Public Works; and

WHEREAS, the trees will be planted within the Northeast Quadrant of the City of Springfield, per grant requirements; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW25-33; and

WHEREAS, the Purchasing Agent recommends awarding this contract to Paul Tree Farms, LLC

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

Section 1: That the City Council hereby accepts the bid of Paul Tree Farms, LLC to furnish 150 tree plantings to be planted as part of the American Forests Grant Program in an amount not to exceed \$65,700.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute Contract No. PW25-33 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management, upon satisfactory performance of the contract, is hereby authorized to make payment to Paul Tree Farms, LLC (0PAU5700) in an amount not to exceed \$65,700.00 from account number 001-110-WORK-TREE-1232.

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

PASSED: _____, 2024

SIGNED: _____, 2024

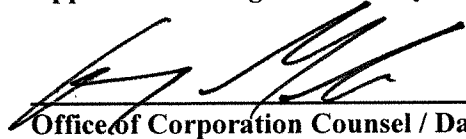
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/26/24
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: David Whitworth
Office of Public Works

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: September 24, 2024

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# PW25-33 American Forests Grant Fall 2024 Tree Planting for the Office of Public Works and recommended award Paul Tree Farms, LLC.

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



RFP

_____	Performance Bond
_____	Payment Bond
_____	Insurance
_____	Other

DATE: September 19, 2024

ITEM: American Forests Grant Fall 2024 Tree Planting

CONTRACT: RFP PW25-33

Bid Bond: N/A

ADDENDA

BIDDERS

ACCEPTED

Paul's Tree Farm	ACCEPTED

2024-407

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-47
DATE OF 1ST READING: 10-1-24

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Low Bid FISCAL IMPACT: \$ 65,700.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NO. RFP PW25-33 WITH PAUL TREE FARMS, LLC TO FURNISH 150 TREE PLANTINGS FOR THE OFFICE OF PUBLIC WORKS TO BE PLANTED AS PART OF THE AMERICAN FORESTS GRANT PROGRAM

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

contract

CONTRACTOR / VENDOR NAME: Paul Tree Farms, LLC

VENDOR NO: 0PAU5700

CONTRACT TERM: completion

CONTRACT # RFP PW25-33

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$65,700.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

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

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	110	WORK	TREE	1232	\$ 65,700.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for the planting of 150 street trees within the Northeast Quadrant of the City of Springfield, per grant requirements. This contract utilizes American Forests Grant funds.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2024-407

AN ORDINANCE AMENDING ORDINANCE NO. 328-09-24 TO AWARD BOTH TRAFFIC CONTROL CORPORATION AND TRAFFIC CONTROL PRODUCTS AS THE LOWEST BIDDERS FOR CONTRACT NO. PW25-05-15 FOR VIDEO IMAGE VEHICLE TRACKING AND DETECTION SYSTEMS, IN AN AMOUNT NOT TO EXCEED \$206,250.00, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, ordinance no. 328-09-24 accepted the lowest bid and authorized the execution of contract no. PW25-05-15 with Traffic Control Corporation for video image vehicle tracking and detection systems in an amount not to exceed \$206,250.00; and

WHEREAS, the lowest bid and execution of contract no. PW25-05-15 is with both Traffic Control Corporation and Traffic Control Products; and

WHEREAS, it is necessary to amend ordinance no. 328-09-24 to include both Traffic Control Corporation and Traffic Control Products as the awarded vendors and authorize payment to both entities; and

WHEREAS, all other terms and conditions authorized by ordinance no. 328-09-24, not in conflict with this ordinance shall remain in full force and effect.

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

Section 1: That the City Council amends ordinance no. 328-09-24 to award Traffic Control Corporation and Traffic Control Products as the lowest bidders for contract no. PW25-05-15 for video image vehicle tracking and detection systems in an amount not to exceed \$206,250.00.

Section 2: That the Office of Budget and Management is hereby authorized to pay Traffic Control Corporation (OTRA4927) and Traffic Control Products (VC*8355) in an amount not to exceed \$206,250.00 from account number 095-110-WORK-INFR-1507 upon satisfactory performance of the contract.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

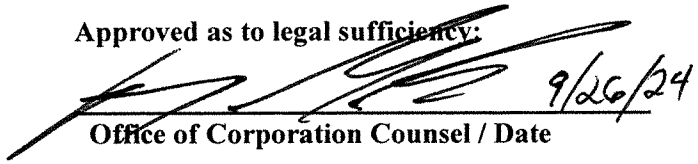
Mayor Misty Buscher

ATTEST: _____

City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/26/24
Office of Corporation Counsel / Date

AN ORDINANCE ACCEPTING THE LOWEST BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW25-05-15 WITH TRAFFIC CONTROL CORPORATION FOR VIDEO IMAGE VEHICLE TRACKING AND DETECTION SYSTEMS, IN AN AMOUNT NOT TO EXCEED \$206,250.00, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the Office of Public Works desires to purchase up to five video image vehicle tracking and detection systems and three wide-area video detection systems to be placed at existing signalized locations throughout the City; and

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

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Traffic Control Corporation has submitted the lowest bid meeting specifications for installation of the video image vehicle detection system for the Office of Public Works, in an amount not to exceed \$206,250.00; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW25-05-15; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to Traffic Control Corporation.

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

Section 1: That the City Council hereby accepts the bid from and authorizes execution of Contract No. PW25-05-15 with Traffic Control Corporation for installation of up to five video image vehicle detection system and three wide-area video detection systems for the Office of Public Works, in an amount not to exceed \$206,250.00.

Section 2: That the Office of Budget and Management is hereby authorized to pay Traffic Control Corporation (0TRA4927) an amount not to exceed \$206,250.00 from account number 095-110-WORK-INFR-1507 upon satisfactory performance of the contract.

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

PASSED: September 3, 2024

RECORDED: September 4, 2024

ATTEST: [Signature]
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED: Sept 4, 2024

[Signature]
Mayor Misty Buscher

Approved as to legal sufficiency:

[Signature] 8/14/24
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-32

DATE OF 1ST READING: 8-20-24

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255 x5227

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

TYPE OF ORDINANCE: low bid

FISCAL IMPACT: \$206,250.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NO. PW25-05-15 WITH TRAFFIC CONTROL CORPORATION AND TRAFFIC CONTROL PRODUCTS FOR VIDEO IMAGE VEHICLE TRACKING AND DETECTION SYSTEMS IN AN AMOUNT NOT TO EXCEED \$206,250 FOR THE OFFICE OF PUBLIC WORKS

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

Contract

Traffic Control Corporation

OTRA4927

CONTRACTOR / VENDOR NAME: Traffic Control Products

VENDOR NO:

CONTRACT TERM: 1 year

CONTRACT #

PW25-05-15

Change in Scope

Yes ☐No ☒

CONTRACT AMOUNT:

\$206,250.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid☐ Other: _____

Is Purchasing Agent approval required?

No ☐Yes ☒☒ Low Bid Meeting Specs☐ Exception: _____

Is Purchasing Agent approval attached?

No ☐Yes ☒☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1507	\$206,250.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR'S SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This Ordinance is for the purchase of up to 5 Video Image Vehicle Tracking and Detection Systems and 3 Wide-Area Video Detection System to placed at existing signalized locations throughout the City.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2024-320

2024-408

328-09-24

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Public Works

CONTACT PERSON: _____

PHONE NUMBER: _____

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

TYPE OF ORDINANCE: Amendment

FISCAL IMPACT: \$ _____

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING ORDINANCE NO. 328-09-24 TO AWARD BOTH TRAFFIC CONTROL CORPORATION AND TRAFFIC CONTROL PRODUCTS AS THE LOWEST BIDDERS FOR CONTRACT NO. PW25-05-15 FOR VIDEO IMAGE VEHICLE TRACKING AND DETECTION SYSTEMS, IN AN AMOUNT NOT TO EXCEED \$206,250.00, FOR THE OFFICE OF PUBLIC WORKS

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

328-09-24

CONTRACTOR / VENDOR NAME: Traffic Control Corporation & Traffic Control Products

VENDOR NO: 0TRA4927 & VC*8355

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 328-09-24

☐ 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

Ordinance to amend ordinance no. 328-09-24 to include both Traffic Control Corporation and Traffic Control Products as the awarded vendors and authorize payment to both entities

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

AN ORDINANCE AUTHORIZING EXECUTION OF A PRELIMINARY ENGINEERING SERVICES AGREEMENT WITH LOCHMUELLER GROUP, INC. FOR PRELIMINARY DESIGN AND ENGINEERING SERVICES (PE-I AND PE-II) FOR THE ILES AVENUE WIDENING FROM WEST WHITE OAKS DRIVE TO VETERANS PARKWAY PROJECT (MFT #24-00500-00-WR) IN AN AMOUNT NOT TO EXCEED \$571,746.00, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, this agreement involves preliminary and design engineering services (PE-I and PE-II) with Lochmueller Group, Inc. for the Iles Avenue widening from West White Oaks Drive to Veterans Parkway Project (MFT Section #24-00500-00-WR) to widen the pavement for left turn lanes on Iles and upgrading existing traffic signals in an amount not to exceed \$571,746.00 for the Office of Public Works; and

WHEREAS, the consultant will provide full service preliminary and design engineering services as necessary to deliver all studies, reports, plans, and documents necessary and as required by the Illinois Department of Transportation to bid a project to be constructed using Federal and MFT Funds; and

WHEREAS, it is in the best interest of the City to enter into an agreement with Lochmueller Group, Inc.; and

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

WHEREAS, a copy of the proposed agreement is 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 the execution of an agreement with Lochmueller Group, Inc. for the Iles Avenue widening from West White Oaks Drive to Veterans Parkway Project (MFT Section #24-00500-00-WR) in an amount not to exceed \$571,746.00. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Lochmueller Group, Inc. (VC*7803) in a total amount not to exceed \$571,746.00 from expenditure line 041-110-GAST-STRS-2306.

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

PASSED: _____, 2024

SIGNED: _____, 2024

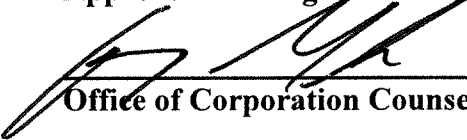
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/26/24
Office of Corporation Counsel



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

MEMORANDUM

TO: TJ Heavisides
Office of Public Works

FROM: Mike Lesko,
Purchasing Agent *JML*

DATE: September 19, 2024

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet and supplemental information for Lochmueller Group Inc. to perform engineering services for Phase I & Phase II for the Iles Avenue widening project for the City of Springfield.

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



Using Federal Funds? ☐ Yes ☒ No Agreement For **MFT PE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Springfield	Sangamon	24-00500-00-WR	
Project Number	Contact Name	Phone Number	Email
	T.J. Heavisides	(217) 789-2255	thomas.heavisides@springfield.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
W Iles Avenue	FAU 8047B	0.3	
Location Termini			Add Location
W White Oaks to IL Route 4 (Veterans Parkway)			Remove Location

Project Description

This scope involves engineering design to provide construction plans and specifications to implement roadway improvements along Iles Avenue from West White Oaks Drive to IL Route 4 (Veterans Parkway). The proposed improvements include widening West Iles to a 5-lane configuration from the intersection of West White Oaks to the intersection with IL Route 4 (Veterans Parkway). This will create "pocket" left turn lanes at the intersection with West White Oaks and the intersection with a north entrance to White Oaks Plaza. A full signal replacement will be required at these intersections. The intention of this project is improving roadway operations and safety.

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

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Lochmueller Group Inc.	Kate Swinford	(217) 673-7636	kswinford@lochgroup.com
Address	City	State	Zip Code
319 East Madison, Suite 2E	Springfield	IL	62701

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the

In Responsible Charge
Contractor

construction PROJECT
A full time LPA employee authorized to administer inherently governmental PROJECT activities
Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be

equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

(b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known

post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Lochmueller Group Inc.	35 1455938	\$495,915.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Fuhrmann Engineering, Inc.	03 0388633	\$75,849.00
Subconsultant Total		\$75,849.00
Prime Consultant Total		\$495,915.00
Total for all work		\$571,764.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type
City

 of

Local Public Agency
Springfield

By (Signature & Date)

--

By (Signature & Date)



Local Public Agency

Springfield

Local Public Agency Type

City

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Lochmueller Group Inc.

By (Signature & Date)

Kathryn Swinford, PE, PTOE	Digitally signed by Kathryn Swinford, PE, PTOE Date: 2024.09.19 12:01:23 -05'00'
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Title

Central Illinois Regional Leader

By (Signature & Date)

Jordan E. Pettibone	Digitally signed by Jordan E. Pettibone Date: 2024.09.20 09:05:28 -05'00'
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Title

Illinois Roadway Manager

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Lochmueller Group Inc.	Sangamon	24-00500-00-WR

**EXHIBIT B
PROJECT SCHEDULE**

Notice to Proceed - Estimated February 2025
 ESR Submittal - March 2025
 HSIP Application - June 2025
 Draft IDS Submittal - July 2025 (4 months after ESR Submittal)
 Preliminary Plan Submittal - July 2025 (4 months after ESR Submittal)
 Draft IDS Comments Received - September 2025 (2 months after Draft IDS Submittal)
 Preliminary Plan Comments Received - September 2025 (2 months after Preliminary Plan Submittal)
 Draft PDR Submittal - September 2025 (6 months after ESR Submittal)
 Final IDS Submittal - October 2025 (1 month after IDS Comments Received)
 Draft PDR Comments Received - November 2025 (2 months after Draft PDR Submittal)
 Final PDR Submittal - December 2025 (1 month after Draft PDR Comments Received)
 Advanced Preliminary Plan Submittal (City review, or IDOT if requested) - March 2026
 Advanced Preliminary Plan Comments Received (City review, or IDOT if requested) - April 2026
 PreFinal Plans, Specs, Estimates Submittal - June 2026
 PreFinal PSE Comments Received - August 2026
 Final PSE Submittal - September 2026
 Letting - January 2027



EXHIBIT A PROPOSED SCOPE OF SERVICES

**West Iles Avenue – West White Oaks Drive to IL Route 4 (Veterans Parkway)
September 13, 2024**

PROJECT DESCRIPTION AND LIMITS

This scope involves engineering design to provide construction plans and specifications to implement roadway improvements along West Iles Avenue from West White Oaks Drive to IL Route 4 (Veterans Parkway). The proposed improvements include widening West Iles to a 5-lane configuration from the intersection of West White Oaks to the intersection with IL Route 4 (Veterans Parkway). This will create “pocket” left turn lanes at the intersection with West White Oaks and the intersection with a north entrance to White Oaks Plaza. A full signal replacement will be required at these intersections. The intention of this project is improving roadway operations and safety. It is anticipated the project will be paid for utilizing a combination of state (MFT) and federal (HSIP) funds and thus, coordination and/or review by IDOT will be required. More specifically, the design is anticipated to include the following elements:

- Widen the roadway pavement to accommodate proposed left turn lanes at West White Oaks, from a point approximately 300-500' west of West White Oaks Drive to just west of the intersection with Veterans Parkway and extend sidewalks to the west islands – approximate length of 1,400 feet.
- Replace existing signalized intersection structures and equipment at West White Oaks intersection with mast arm structures and associated hardware to meet current IDOT and MUTCD standards for signal configurations.
- Replace existing signalized intersection structures and equipment at the White Oaks Plaza entrance with mast arm structures and associated hardware to meet current IDOT and MUTCD standards for signal configurations.
- Modify existing signalized intersection structures and equipment at Veterans Parkway intersection with pedestrian signals and associated hardware to meet current IDOT and MUTCD standards for signal configurations.
- Identify pavement repairs within the limits of the proposed widening.
- Reconstruct new sidewalk along widening segments and construct ADA compliant curb ramps
- Identify sidewalk segments out of compliance from ADA standards for repair or replacement. It is anticipated the majority of the existing sidewalk within the project limits can be used in place given significant existing tree lawn areas on both sides of Carpenter Street.
- Replace existing curb ramps throughout the project area to meet ADA requirements.
- Adjust existing storm drainage system elements impacted by roadway widening within the project area.
- Implement fiber optic interconnect along the corridor from West White Oaks Drive to Veterans Parkway, connecting to new and existing signal cabinets along this segment.

The CONSULTANT has made the following assumptions for performing the below services and phases to complete the project development:

1. Modifications to the west leg of Veterans/ IL 4 will only require a geometric detail.
2. No more than 11 utilities are anticipated to be within the project area.
3. There are utilities existing in the project limits that will be affected by the project and the project will require full coordination services.
4. Relocations may be necessary, and relocations may be concurrent with construction and could require post letting utility coordination services.

Based on this scope, the Engineer will design the proposed improvements and develop construction plans and specifications. The design will comply with current standards and specifications of the City of Springfield, IDOT, MUTCD, ADA and PROWAG, as applicable.

Scope of Services

Project Administration

1. Provide administration and management for the project and oversight of subconsultants. Coordinate tasks and be the liaison between the City and the Illinois Department of Transportation (IDOT).

Quality Assurance / Quality Control

2. Implementation and documentation of the project Quality control plan. This shall include reviewing all plans and calculations for format, compliance with standards, coordination with other disciplines, clarity, completeness, and assurance that technical reviews have been completed and documented.

Phase A – Study and Report Phase

3. Data Collection –
 - a. Review historical traffic data, collect turning movement counts,
 - b. Develop design year traffic projections,
 - c. Evaluate proposed lane configurations and verify extent of geometric improvements required to implement 5-lane typical section for West Iles Avenue.
 - d. Obtain existing signal plans for the existing signals in the project location and site plans for White Oaks Plaza, if available.
 - e. Visit the site to perform an on-site assessment, which shall include evaluating the condition of the existing pavement, drainage structures, sidewalks, and curb ramps to determine the scope of the improvements and take field measurements. This will include identifying potential pavement repair locations and sidewalk segments not meeting ADA standards, quantifying recommended repairs or replacements.
 - f. Results will be submitted to the City for review in the form of a technical memorandum.

Phase B – Preliminary Design Phase

4. Through a subconsultant (Fuhrmann), provide:
 - a. topographic and right of way/parcel boundary survey within the project limits to supplement information gathered in Task 3. See attached scope.
 - b. Through a subconsultant (Fuhrmann), prepare plats and legal descriptions for land acquisition for eight (8) parcels.
 - c. Through a subconsultant (FEI), obtain traffic data for the following locations:
 - i. W. Iles Avenue & W. White Oaks Drive
 - ii. W. Iles Avenue & White Oaks Plaza Entrance
5. Provide utility coordination in accordance with Section 5.7 of the IDOT Bureau of Local Roads and Streets Manual, the IDOT Bureau of Design and Environment Chapter 6, and FHWA Program Guide: Utility Relocation and Accommodation on Federal Aid Highway Projects. Utility coordination is included for coordination with up to eleven (11) utilities. Specifically including:
 - a. Identify and documentation of utility stakeholders within the Project Limits; and prepare and distribute all required utility correspondence.
 - b. Prepare and send a letter to each affected utility requesting verification of the information shown in the project plans.
 - c. Prepare and send each utility a set of preliminary plans and request that the utility identify conflicts with their facilities. Perform conflict analysis and consider design alternatives to avoid or minimize impacts to utility facilities.
 - d. Send each utility a set of preliminary final plans and request utility work plans, assist in the development of the work plans, and review the work plans for the identified facilities within the project area.
 - e. Coordinate with utilities in their development of relocation plans. Design of utility relocations, other than City storm sewer and lighting, is not included in the scope of work.
 - f. Present all project reports necessary for project delivery such as status reports and risk reports.
 - g. Lead or facilitate any meetings involving utility specific activities such as kick-off meetings, conflict resolution meetings and reimbursement eligibility meetings.
 - h. Develop a Utility Master Relocation Plan and prepare a Utility Relocation Schedule if relocations are required.
 - i. Prepare and sign utility special provisions, utility certification, and all other required contract letting documents.
 - j. Conduct post letting coordination services to include tracking utility relocations, answering utility related questions, and in person or virtual attendance at construction progress meetings.
6. Complete storm water analysis, including roadway pavement drainage, piped network conveyance, culvert analysis, and potential regional detention or onsite linear detention for the project's stormwater management. The anticipated scope is further defined:
 - a. Contacting and coordinating with the City of Springfield, the project team, and

- regulatory agencies to identify and complete project delivery processes required to maintain the drainage design on task and on schedule with the overall project delivery process.
- b. Completing data acquisition as required to characterize the White Oaks West/Colony Park Estates drainage basin, or as otherwise needed for linear detention along the project's roadway alignment. This will include the following:
 - i. Base Data Acquisition & Review (Lidar, Parcel, DEMs, Land Use, FEMA FIRM & FIS)
 - ii. Obtain Existing Reports – Stormwater Studies, Existing Stormwater Hydraulic Analysis Reports and Hydraulic Models
 - iii. Obtain Existing Facilities Data – Gas, Water, Storm, Sanitary, Communications – GIS and Survey
 - iv. Site Visit and Survey Field Check (One (1) field visit)
 - v. Site Selection Analysis for Linear Detention
 - vi. Establish Design Criteria and Identify Permit Requirements (Regional and Local Ordinance) – Local, State, Federal Permit requirements
 - c. Complete the preliminary engineering hydrologic and hydraulic evaluation and prepare a section of the Project Design Report outlining recommendations for the project. Detailed task descriptions include:
 - i. Drainage Area Delineation
 - ii. Hydrologic Analysis (Determine Discharge Values)
 - iii. Inlet Locations – Pavement Drainage – Surface Drainage, Inlet Sizing, and Spread Calculations
 - iv. Storm Sewer Alignment Piped Conveyance
 - v. Preliminary Plan & Profile Sheets
 - vi. QA/QC (Reports, Design Calculations, and Model Checks)
7. Prepare signal design and prepare & submit IDSs to replace signals at White Oaks Drive, White Oaks Plaza, and retrofit the existing signals at Veterans Parkway (Illinois Route 4).
- a. Develop solutions for replacing the existing signals at White Oaks Drive, White Oaks Plaza, and modify the signals at Veterans Parkway.
 - b. Develop fiber optic interconnect plans along the corridor.
 - c. Prepare Intersection Design Studies (IDS) for the intersections of West Isles Avenue with West White Oaks Drive and White Oaks Plaza entrance. Tasks include:
 - i. IDS for W. Isles @ W. White Oaks Drive
 - ii. IDS for W. Isles @ White Oaks Plaza Entrance
 - iii. Geometric Detail @ Veterans Parkway
 - iv. Address preliminary IDS comments from IDOT and submit Pre-Final IDSs to City and IDOT
 - v. Address pre-final IDS comments from IDOT and submit Final IDSs to City and IDOT for approval.
8. Develop detailed preliminary roadway design for the Isles Avenue widening. Prepare preliminary plans for the proposed improvements and submit up to five (5) copies to the

City for review. Tasks include

- a. 3D corridor development using IDOT Microstation ORD CADD standards.
 - b. Preliminary plans including
 - i. Cover sheet,
 - ii. Existing and Proposed Typical Sections,
 - iii. Plan/Profile Sheets (drawn at 1"=20' scale), and
 - iv. Critical cross sections for preliminary construction limits.
9. Prepare the narrative and compile the attachments for the Preliminary Project Development Report (PDR). It is assumed this project will qualify as a Group II Categorical Exclusion (CE) requiring the use of BLR 22210 for the PDR. The PDR will be prepared in accordance with Section 22-2.11 of the BLR&S Manual. This shall include:
- a. Secure and analyze crash data received from the local law enforcement or statewide databases for the most recent three-year period and prepare a Crash Analysis Summary Memorandum. The crash data and Crash Analysis Summary Memorandum will be summarized in the PDR narrative and included as attachment. Per the BLR&S Manual, a field review will be conducted as part of the crash analysis and findings documented in the Crash Analysis Summary Memorandum.
 - b. Perform a Special Waste Assessment (SWA) of the project; following the screening criteria shown in Figure 20-12A of the BLR&S Manual.
 - c. Prepare and submit an Environmental Survey Request (ESR) along with any necessary attachments to IDOT. The ESR will be prepared assuming federal funds are involved in the project. The primary purpose of the ESR will be to secure cultural, biological, and wetland resource clearance. The environmental clearances will be included as an attachment to the PDR.
 - d. Prepare a Preliminary Site Assessment (PESA) consistent with "A Manual for Conducting Preliminary Site Assessment for Illinois Department of Transportation infrastructure Projects" for the study limits. Prepare and submit a report including draft and final document for one (1) IDOT review.
 - e. Prepare the Level One and Level Two Approval of Design Variance form (BLR 22120) and any associated variance justification for approval by IDOT (if necessary). This form will be included as an attachment in the PDR and any necessary variances approved by IDOT concurrent with approval of the PDR.
 - f. Prepare preliminary Estimate of Cost
 - g. Lochmueller anticipates preparation and approval of the PDR will require two submittals to IDOT. Upon receiving comments from IDOT on the Preliminary PDR, the Consultant will make any necessary revisions, prepare a disposition of comments, and compile and submit the Final PDR to the City for submittal to IDOT for approval.
10. Preliminary Design Meetings/Coordination.
- a. Attend up to two (2) plan review meetings with the City staff throughout the duration of the preliminary design phase.
 - b. Prepare exhibits and attend one (1) public meeting to present the proposed

improvements prior to finalizing design. Review public comments received and summarize in a memo to City staff.

- c. Lochmueller will attend up to two (2) IDOT/FHWA Bi-Monthly Coordination meetings. The first meeting will be to initially present the project to IDOT and FHWA. The second meeting will be to obtain Categorical Exclusion Concurrence, present design variances (if applicable), and coordinate any design-related issues. This effort includes meeting preparation time (agenda, fact sheet, handouts, etc.), attendance at the meeting, and preparation and release of meeting minutes.

Phase C – Final Design Phase

11. Assist the City with submittal of a Highway Safety Improvement Program (HSIP) application for the FY27 funding cycle. This shall include obtaining available crash data from IDOT, completing the FY 27 application form, and developing the required attachments which include:
 - a. project narrative
 - b. location and crash maps
 - c. project photographs
 - d. cost estimate
 - e. benefit-cost analysis
 - f. project schedule
 - g. uniform grant application and budget forms
 - h. programmatic risk assessment
12. Develop Preliminary Roadway Plans for the 60% submittal. Likely plan set includes:
 - a. Cover Sheet
 - b. General Notes
 - c. Summary of Quantities (only anticipated quantities)
 - d. Existing and Proposed Typical Sections
 - e. Alignment, Ties, & Benchmarks
 - f. Plan & Profile Sheets
 - g. Cross Sections
13. Develop Pre-Final roadway plans, technical specifications, and estimates (time/cost), and submit up to five (5) copies to the City for review. Tasks include: Pre-Final plans will include all sheets provided in preliminary plans along with:
 - a. Addressing Preliminary Plan Comments from the City and other review agencies.
 - b. Prepare Pre-Final Plans consisting of:
 - i. Summary of Quantities
 - ii. Schedule of Quantities
 - iii. Removal plan
 - iv. Storm sewer Pre-Final Design and plan development
 - Pavement Drainage, Inlet, Spread Calculations
 - Stormwater Proposed Conditions Conveyance Network

- (SSA/Hydraflow/Openflow/GeoPak)
 - Pre-Final Plan & Profile Sheets
 - Technical Specifications
 - QA/QC (Design Calculations and Model Checks)
 - v. Erosion control plan
 - vi. Pavement marking and signing sheets
 - vii. Intersection and curb ramp details
 - viii. Traffic signal plans,
 - ix. Any other sheets determined by the Engineer to be necessary.
 - x. Prepare “front-end” bid package items, job specific specifications (JSPs), and engineers estimates of time (EOT) and cost (EOC)
14. Submit Final PS&E to the City for approval by IDOT.
- a. Address City and IDOT review comments
 - b. Furnish documents and design data to assist the City with required approvals or permits. It is anticipated that this may include a land disturbance permit through IDNR.
 - c. Submit Final PS&E documents, including
 - d. Final drainage PSE
 - i. Address City and Agency Comments
 - ii. Final QA/QC – Plans, Calcs, models
 - e. Attend a plan review meeting with the City staff to review final plans and specifications.

Phase D – Bidding Phase

16. Provide assistance during the bidding process. Tasks include, but not limited to:
- a. General consultation and assistance preparing for advertising
 - b. Respond to bidder questions.
 - c. Attend pre-bid conference.
 - d. Assist in the evaluation of bids.

Exclusions, Extra Costs and Supplemental Services

Items not anticipated to be required for this phase of the project or to be completed by the City, and thus not included within this scope of work, include:

- 1. detailed environmental reviews such as a PESA or wetland delineation;
- 2. submittal to other agencies for the purpose of obtaining permits;
- 3. development of right-of-way plans
- 4. structural design, including retaining wall design;
- 5. aesthetic improvements or landscape design;
- 6. Utility Coordination Exclusions:

- a. Monitoring of accurate placement of utility relocations;
 - b. Inspection for Buy America Compliance during installation;
 - c. Daily inspections of utility relocation material inspections;
 - d. Coordination and preparation of reimbursable agreements;
 - e. SUE services or coordination of SUE services are NOT included
7. Drainage Exclusions:
- a. Floodplain Development Permit (Not anticipated – where work is outside floodway/floodplain limits)
 - b. Assistance with 401/404 USACE Permit (Not anticipated)
 - c. No Rise Certificate (Not anticipated – where BFE's – Base Flood Elevation – are not published)
8. Signal timing implementation;
9. Construction phase work; and
10. Final project walkthrough and closeout.

These or any other services in addition to those specifically described in the above scope of services, including but not limited to supplemental meeting time, will be billed as extras on a time and materials basis unless a specific scope and fee is negotiated separately. However, we would not proceed with supplemental services without your direction or authorization.

Fees

The design phase services described above in Phases A through D shall be completed and billed on a cost plus fixed fee basis with a ceiling established for said design services in the amount of **\$571,764**, which amount shall not be exceeded with prior authorization. These fees would be subject to increase if additional tasks are added to the Scope of Services.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Lochmueller Group Inc.	Sangamon	24-00500-00-WR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☐	☒



Local Public Agency	County	Section Number
City of Springfield	Sangamon	
Prime Consultant (Firm) Name	Prepared By	Date
Lochmueller Group	Jordan Pettibone	9/13/2024
Consultant / Subconsultant Name	Job Number	
Lochmueller Group		

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

Remarks

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PAYROLL ESCALATION TABLE

CONTRACT TERM	24 MONTHS	OVERHEAD RATE	185.75%
START DATE	10/1/2024	COMPLEXITY FACTOR	0.035
RAISE DATE	1/1/2025	% OF RAISE	2.00%
END DATE	9/30/2026		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2024	1/1/2025	3	12.50%
1	1/2/2025	1/1/2026	12	51.00%
2	1/2/2026	10/1/2026	9	39.02%

Local Public Agency	County	Section Number
City of Springfield	Sangamon	
Consultant / Subconsultant Name		Job Number
Lochmueller Group		

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.52%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Sr. Project Manager III	\$86.00	\$86.00
Sr. Project Manager II	\$79.29	\$81.28
Sr. Project Manager I	\$66.98	\$68.66
Sr. Engineer	\$65.74	\$67.39
Project Engineer IV	\$58.58	\$60.05
Project Engineer III	\$53.79	\$55.14
Project Engineer II	\$45.54	\$46.69
Engineering Intern III	\$38.69	\$39.66
Engineering Intern I	\$33.70	\$34.55
Engineering Designer III	\$44.90	\$46.03
Engineering Designer II	\$41.03	\$42.06
Senior Appraiser	\$55.78	\$57.18
Environmental Specialist IV	\$51.25	\$52.54
Environmental Specialist II	\$36.14	\$37.05
Environmental Specialist I	\$29.08	\$29.81
Historian/ Section 106 Specialist IV	\$53.50	\$54.85
Historian/ Section 106 Specialist III	\$44.23	\$45.34
Professional Geologist	\$51.10	\$52.39
Project Liason	\$53.10	\$54.44

Local Public Agency

City of Springfield

County

Sangamon

Section Number

Consultant / Subconsultant Name

Lochmueller Group

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	2570	\$0.67	\$1,721.90
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	30	\$10.00	\$300.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	20	\$2.50	\$50.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Title Commitments		3	\$550.00	\$1,650.00
Half Size Paper Prints of IDS's		20	\$0.25	\$5.00
Full Size Paper Prints of IDS's		20	\$2.00	\$40.00
				\$0.00
TOTAL DIRECT COSTS:				\$3,766.90

ISO 1500

2 Local Public Agency

City of Springfield

Consultant / Subconsultant Name

Lochmueller Group

County

Sangamon

Section Number

Job Number

AVERAGE HOURLY PROJECT RATES

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Phase II Preliminary Plan Development			Pre-Final PS&E			Address IDOT Comments & Submit Final PS&E			Bid Phase Assistance					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr. Project Manager III	86.00															
Sr. Project Manager II	81.28				16	1.77%	1.44	16	11.59%	9.42	14	31.82%	25.86			
Sr. Project Manager I	68.66	2	1.06%	0.73	36	3.98%	2.73	26	18.84%	12.94	30	68.18%	46.82			
Sr. Engineer	67.39				36	3.98%	2.68									
Project Engineer IV	60.05	27	14.29%	8.58	208	23.01%	13.82	40	28.99%	17.41						
Project Engineer III	55.14				32	3.54%	1.95	24	17.39%	9.59						
Project Engineer II	46.69	20	10.58%	4.94	214	23.67%	11.05	10	7.25%	3.38						
Engineering Intern III	39.66															
Engineering Intern I	34.55	28	14.81%	5.12	144	15.93%	5.50	10	7.25%	2.50						
Engineering Designer III	46.03	112	59.26%	27.28	218	24.12%	11.10	12	8.70%	4.00						
Engineering Designer II	42.06															
Senior Appraiser	57.18															
Environmental Specialist IV	52.54															
Environmental Specialist II	37.05															
Environmental Specialist I	29.81															
Historian/ Section 106 Special	54.85															
Historian/ Section 106 Special	45.34															
Professional Geologist	52.39															
Project Liason	54.44															
TOTALS		189.0	100%	\$46.64	904.0	100%	\$50.28	138.0	100%	\$59.25	44.0	100%	\$72.68	0.0	0%	\$0.00



Illinois Department
of Transportation

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

Local Public Agency	County	Section Number
City of Springfield	Sangamon	TBD
Prime Consultant (Firm) Name	Prepared By	Date
Lochmueller Group, Inc.	Brian Schmidt	8/30/2024
Consultant / Subconsultant Name	Job Number	
Fuhrmann Engineering, Inc.	24-2244	

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

Remarks

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PAYROLL ESCALATION TABLE

CONTRACT TERM	12 MONTHS	OVERHEAD RATE	141.39%
START DATE	10/1/2024	COMPLEXITY FACTOR	0
RAISE DATE	ANNIVERSARY	% OF RAISE	2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.00%

The total escalation for this project would be:

1.00%

Local Public Agency	County	Section Number
City of Springfield	Sangamon	TBD
Consultant / Subconsultant Name		Job Number
Fuhrmann Engineering, Inc.		24-2244

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$80.00	\$80.80
Structural Engineer	\$61.50	\$62.12
Senior PM	\$65.00	\$65.65
Project Manager	\$52.50	\$53.03
Project Engineer IV	\$43.00	\$43.43
Project Engineer III	\$41.50	\$41.92
Project Engineer I	\$21.00	\$21.21
Engineer Tech III	\$31.00	\$31.31
Engineer Tech II	\$27.50	\$27.78
Engineer Tech I	\$23.00	\$23.23
Chief of Surveys	\$41.00	\$41.41
Survey Tech IV	\$35.00	\$35.35
Survey Tech III	\$31.00	\$31.31
Survey Tech II	\$26.25	\$26.51
Survey Tech I	\$20.75	\$20.96
Admin Manager	\$27.00	\$27.27
Admin Assistant	\$22.00	\$22.22
Resident Technician	\$48.00	\$48.48
Cons Observer IV	\$45.00	\$45.45
Cons Observer III	\$38.00	\$38.38
Cons Observer II	\$30.00	\$30.30
Cons Observer I	\$25.00	\$25.25
Electrical Engineer	\$40.00	\$40.40

Local Public Agency

City of Springfield

County

Sangamon

Section Number

TBD

Consultant / Subconsultant Name

Fuhrmann Engineering, Inc.

Job Number

24-2244

DIRECT COSTS WORKSHEET

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	1700	\$0.67	\$1,139.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Miovision Processing - Intersection Count <24 hr	Actual cost per hour of video	16	\$20.00	\$320.00
Miovision Processing - Intersection Count 24 hr+	Actual cost per hour of video		\$18.66	\$0.00
Miovision Processing - Road Volume Count	Actual cost per lane per hour of video		\$3.00	\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$1,459.00

BLR 05513 (Rev. 02/09/23)

BLR 05513 (Rev. 02/09/23)

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-43
DATE OF 1ST READING: 10/1/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Professional Services

FISCAL IMPACT: \$571,764.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PHASE I AND II ENGINEERING SERVICES FOR THE ILES AVENUE WIDENING - WEST WHITE OAKS DRIVE TO VETERANS PARKWAY PROJECT (MFT SECTION #24-00500-00-WR).

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

Agreement

CONTRACTOR / VENDOR NAME: LOCHMUELLER GROUP INC

VENDOR NO: VC-7803

CONTRACT TERM: CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$571,764.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid☒ Other: Professional ServicesIs Purchasing Agent approval required? No ☐ Yes ☒☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☐ Yes ☒☐ Low Evaluated Bid

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2306	\$571,764.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for Preliminary and Design Engineering Services (PE-I and PE-II) for the Iles Ave Widening – West White Oaks Drive to Veterans Parkway Project to widen the pavement for left turn lanes on Iles and upgrade the existing traffic signals. The consultant will provide full service preliminary and design engineering services as necessary to delivery all studies, reports, plans, and documents necessary and as required by IDOT to bid a project to be constructed using Federal and MFT Funds.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$571,764.00 MAY BE USED FOR PRELIMINARY AND DESIGN ENGINEERING SERVICES FOR THE ILES AVENUE WIDENING FROM WEST WHITE OAKS DRIVE TO VETERANS PARKWAY PROJECT (MFT SECTION 24-00500-00-WR), FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City anticipates using Motor Fuel Tax funds in the additional amount of \$571,764.00 for Preliminary and Design Engineering Services for the Iles Avenue Widening from West White Oaks Drive to Veterans Parkway Project, MFT Section 24-00500-00-WR; 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 to Iles Avenue from West White Oaks Drive to Veterans Parkway under the Illinois Highway Code.

Section 2: That the improvements are designated as MFT Section No. 24-00500-00-WR.

Section 3: That the City anticipates using \$571,764.00 for Preliminary and Design Engineering Services for the improvement of said section from its allotment of Motor Fuel Tax Funds.

Section 4: That said work shall be done by contract.

Section 5: That the City Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer.

Section 6: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel/Date

[Signature] 9/26/24



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

24-00500-00-WR

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Springfield Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Iles Avenue		FAU 8047B	West White Oaks Drive	Veterans Parkway

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Engineering design to provide construction plans and specifications to implement roadway improvements along Iles Avenue from West White Oaks Drive to IL Route 4 (Veterans Parkway). The proposed improvements include widening West Iles to a 5-lane configuration from the intersection of West White Oaks to the intersection with IL Route 4 (Veterans Parkway). This will create "pocket" left turn lanes at the intersection with West White Oaks and the intersection with a north entrance to White Oaks Plaza. A full signal replacement will be required at these intersections. The intention of this project is improving roadway operations and safety.

2. That there is hereby appropriated the sum of Five Hundred Seventy One Thousand Seven Hundred and Sixty Four

Dollars (\$571,764.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Frank Lesko

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Springfield

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

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

Council

of Springfield

at a meeting held on

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

Day

Month, Year



Illinois Department
of Transportation

(SEAL)

**Resolution for Improvement
Under the Illinois Highway Code**

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-44
DATE OF 1ST READING: 10/1/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: MFT funding

FISCAL IMPACT:

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

SUGGESTED TITLE:

A RESOLUTION TO USE MFT FUNDS FOR PRELIMINARY AND DESIGN ENGINEERING SERVICES FOR THE ILES AVENUE WIDENING - WEST WHITE OAKS TO VETERANS PARKWAY PROJECT (MFT SECTION #24-00500-00-WR).

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

Illinois Department of Transportation - BLR 05530

Illinois Department of Transportation - BLR 09110

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: MFT fundingIs Purchasing Agent approval required? No ☐ Yes ☐☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☐ Yes ☐☐ Low Evaluated Bid

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

Motor Fuel Tax is a state levy and the City is governed by state statutes. IDOT administers MFT monies and it takes prior approval from IDOT to expend any MFT funds. This resolution informs the State that the City intends to expend no more than \$571,764.00 utilizing MFT Funds on the preliminary and design engineering services phase for the Iles Avenue Widening - West White Oaks Drive to Veterans Parkway Project.

SIGN OFF:

(Mayor's Signature)

GEM

(Director of OBM)

2024-410

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW25-08-25 WITH S. SHAFER EXCAVATING, INC. TO FURNISH ABATEMENT AND DEMOLITION OF 35 COURT ORDERED DEMOLITIONS WITHIN THE CITY OF SPRINGFIELD, IN AN AMOUNT NOT TO EXCEED \$692,450.00, FOR THE OFFICE OF PUBLIC WORKS

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

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

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that S. Shafer Excavating, Inc. has submitted the lowest responsible bid meeting specifications to furnish abatement and demolition of 35 court ordered demolitions within the City of Springfield, for the Office of Public Works in an amount not to exceed \$692,450.00, summarized on attached Exhibit A; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW25-08-25; and

WHEREAS, the Office of Public Works recommends accepting this bid and awarding the contract to S. Shafer Excavating, Inc.

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

Section 1: That the City Council hereby accepts the bid from S. Shafer Excavating, Inc. to furnish abatement and demolition of 35 court ordered demolitions within the City of Springfield for the Office of Public Works in an amount not to exceed \$692,450.00 and as summarized on attached Exhibit A. The Mayor and City Clerk are authorized to execute contract no. PW25-08-25 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to S. Shafer Excavating, Inc., in the amount of \$692,450.00, in accordance with the terms of Contract PW25-08-25 from account number 001-110-WORK-ZONE-1232.

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

PASSED: _____, 2024

SIGNED: _____, 2024

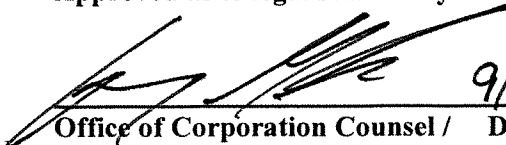
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/26/24

Office of Corporation Counsel / Date

SEP 17 2024

BY



AWARD RECOMMENDATION

DATE: SEPTEMBER 5, 2024
ITEM: Abatement and Demolition for Public Works - Re-Bid
CONTRACT #: PW25-08-25
BID BOND AMOUNT: 5% of Bid Amount

BIDDERS:				Jaren Industries, Inc.	S. Shafer Excavating, Inc.	GreenTrac, LLC	River City Demolition, Inc.
Item No.	Parcel	Address	Notes	6868 PEC Rd Springfield, IL 62711 217-787-1210	4212 Sam's Rd Pontoon Beach, IL 62040 618-931-6237	2626 S 5th St** Springfield, IL 62703 618-585-3387	P.O. Box 726 Peoria, IL 61652 309-673-8938
1	14260306016	1723 E Carpenter St	House, Abatement Needed		\$14,400.00	\$17,383.00	
2	14280382026	1113 N Walnut St	Multifamily, Abatement Needed		\$36,600.00	\$38,140.00	
3	22040430023	2015 S 5th St	House & garage, Abatement Needed		\$25,700.00	\$31,841.00	
4	14330128036	204 S Glenwood Ave	Garage, No Asbestos		\$26,000.00	\$5,522.00	
5	14330104021	205 S MacArthur Blvd	House & garage, Abatement Needed		\$42,200.00	\$38,336.00	
6	22040214014	101 W Laurel St	House, Abatement Needed		\$25,700.00	\$25,701.00	
7	14340429008	726 S 15th St	House, Abatement Needed		\$15,200.00	\$18,192.00	
8	22030277023	1815 S 16th St	House, Abatement Needed		\$15,200.00	\$15,946.00	
9	14220207006	2026 N Elizabeth St	House, Abatement Needed		\$24,200.00	\$26,974.00	
10	22030408023	2231 S 13th St	House - fire damage, Abatement Needed		\$15,300.00	\$12,618.00	
11	22020301042	2171 S 19th St	House & garage, Abatement Needed		\$17,700.00	\$13,369.00	
12	22020305038	1903 E Glen Av	Garage, No Asbestos		\$14,000.00	\$12,352.00	
13	14340282003	1408 E Jackson St	House, No Asbestos		\$14,000.00	\$17,894.00	
14	14330128030	719 W Monroe St	House & Garage, No Asbestos		\$28,200.00	\$17,894.00	
15	14280126041	1118 N MacArthur Blvd	House, Abatement Needed		\$16,000.00	\$21,340.00	
16	14350478017	2809 Poplar Av	House, Abatement Needed		\$16,350.00	\$16,227.00	
17	14260301004	1514 E Moffat Av	House, No Asbestos		\$9,800.00	\$13,119.00	
18	22040201018	1425 S Pasfield St	House, No Asbestos		\$10,400.00	\$13,487.00	
19	14330482011	1140 S Spring St	House, Abatement Needed		\$13,300.00	\$16,488.00	
20	14270279004	1220 E Phillips Av	House, Abatement Needed		\$10,100.00	\$12,577.00	
21	22020229001	2801 Old Rochester Rd	Commercial, No Asbestos		\$34,800.00	\$25,511.00	
22	14150352036	2318 N 2nd St	House & Garage, No Asbestos		\$14,000.00	\$17,219.00	
23	14270258031	801 N 12th St	Commercial, Abatement Needed		\$50,700.00	\$52,485.00	
24	14270231009	1102 N 13th St	House, No Asbestos		\$9,700.00	\$12,198.00	

Did Not Meet Specifications

Did Not Meet Specifications



2024-411

2024-411



AWARD RECOMMENDATION

DATE: SEPTEMBER 5, 2024

ITEM: Abatement and Demolition for Public Works - Re-Bid

CONTRACT #: PW25-08-25

BID BOND AMOUNT: 5% of Bid Amount

BIDDERS:			Jaren Industries, Inc.	S. Shafer Excavating, Inc.	GreenTrac, LLC	River City Demolition, Inc.	
Item No.	Parcel	Address	Notes	6868 PEC Rd Springfield, IL 62711 217-787-1210	4212 Sam's Rd Pontoon Beach, IL 62040 618-931-6237	2626 S 5th St** Springfield, IL 62703 618-585-3387	P.O. Box 726 Peoria, IL 61652 309-673-8938
25	14260154001	1600 Matheny Av	House, No Asbestos		\$9,700.00	\$9,964.00	
26	14260303012	701 N 19th St	House & Garage, Abatement Needed		\$14,700.00	\$12,669.00	
27	14270255003	846 N 8th St	House, WET DEMO - Immediate & Continuous		\$18,000.00	\$33,799.00	
28	15170325010	4004 Marie Dr	House, No Asbestos		\$10,400.00	\$15,849.00	
29	14230332038	1921 E Keys Av	House, Abatement Needed		\$24,700.00	\$25,972.00	
30	14260151017	1521 Matheny Av	House & garage, Abatement Needed on House		\$15,900.00	\$13,599.00	
31	22030252023	1805 S 14th St	House & garage, Abatement Needed		\$19,500.00	\$20,393.00	
32	14270277002	1036 N 14th St	House & garage, Abatement Needed		\$27,200.00	\$25,256.00	
33	14330482021	1141 S 1st St	House & garage - fire damage, No Asbestos		\$11,800.00	\$18,978.00	
34	14230329011	1940 Black Av	House & shed, Abatement Needed		\$13,700.00	\$14,100.00	
35	14270255028	817 E Enos Av (Demo by 12/1/24)	House & garage - fire damage, WET DEMO - Immediate & Continuous		\$27,300.00	\$19,428.00	
			TOTAL BID:	Rejected	\$692,450.00	\$702,820.00	Rejected
			LOCAL PREFERENCE ADDED (2% Outside City, inside Sangamon County; 5% outside Sangamon County)		5%	5%	
			TOTAL EVALUATED BID (Including Local Preference)		\$727,072.50	\$737,961.00	

The Department of Public Works recommends award to S. Shafer Excavating, Inc. for its low bid for all of \$692,450.00. Jaren did not advertise for MBE/FBE subcontractors and issued an exception to the City's Project Labor Agreement. River City Demolition indicated that 61% of the contract would be performed by subcontractors and failed to advertise for MBE/FBE subcontractors. Therefore, the bids received from Jaren and River City are rejected. GreenTrac does not currently meet the time requirement to receive local vendor status.

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-45
DATE OF 1ST READING: 10-1-24

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

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

--

TYPE OF ORDINANCE: Low Bid **FISCAL IMPACT:** \$ 692,450.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NO. PW25-08-25 WITH S. SHAFER EXCAVATING, INC. TO FURNISH ABATEMENT AND DEMOLITION FOR THE OFFICE OF PUBLIC WORKS

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

contract

CONTRACTOR / VENDOR NAME: S. Shafer Excavating, Inc. **VENDOR NO:** _____

CONTRACT TERM: completion **CONTRACT #** PW25-08-25 **Change in Scope** Yes ☐ No ☒

CONTRACT AMOUNT:	\$692,450.00		
	(Original amount if change order)	Change Order #	Additional Amount

Method of Purchase (check one)	Previous Ord #s
☐ New Purchase ☐ Replacement ☐ Renewal	

☒ Low Bid ☐ Other: _____ Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs ☐ Exception: _____ Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid Code Provision: _____

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

REVENUE						
	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE						
	Fund	Agency	Org	Activity	Object	Amount
1	001	110	WORK	ZONE	1232	\$ 692,450.00
2						
3						
4						

FUNDS CHECK BY:	Date:
<i>[Signature]</i>	09-20-2024
DIRECTOR / SUPERVISOR SIGNATURE	Date:
<i>[Signature]</i>	19 SEP 24
CITY PURCHASING AGENT:	Date:
<i>[Signature]</i>	9/20/2024

COMMENTS

This ordinance is for the abatement and demolition of 35 court ordered demolitions within the City of Springfield.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2024-411

AN ORDINANCE AUTHORIZING PAYMENT IN THE AMOUNT OF \$36,477.63 TO ANDREW SANDHAAS, A CURRENT CITY OF SPRINGFIELD FIREFIGHTER FOR SETTLEMENT OF A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 23-WC-012581

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, Andrew Sandhaas, a City of Springfield Firefighter, hired May 23, 1994, reported work-related injury on March 3, 2023; and

WHEREAS, Andrew Sandhaas filed a workers' compensation claim for his injury, case number 23-WC-012581; and

WHEREAS, Andrew Sandhaas is willing to settle his workers' compensation claim in the amount of \$36,477.63 representing a permanent partial disability equivalent to 17% loss of use of right leg; and

WHEREAS, PMA Companies, the City's third party worker' compensation vendor, have recommended that settlement of Andrew Sandhaas's workers' compensation claim for case 23-WC-012581 in the amount of \$36,477.63 would be in the best interest of the City financially.

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

Section 1: That the City Council hereby authorizes full and final settlement in the amount of \$36,477.63 to Andrew Sandhaas, a Firefighter with the Springfield Fire Department, for his workers' compensation claim for case number 23-WC-012581, representing a permanent partial disability equivalent to 17% loss of use of right leg.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of \$36,477.63 from Account Number 074-107-BMGT-WCMP-2205 to Andrew Sandhaas and his attorney's at Wolter, Beeman & Lynch.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel / Date

**ILLINOIS WORKERS' COMPENSATION COMMISSION
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0155908

Workers' Compensation Act **Yes**

Occupational Diseases Act **No**

Fatal case? **No**

Date of death

Andrew Sandhaas

Employee/Petitioner

Case# **23WC012581**

v.

City of Springfield

Setting **Springfield**

Employer/Respondent

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

Andrew Sandhaas

Employee/Petitioner

3843 N. 8th Street Road

Street address

Springfield, IL 62707

City, State, Zip code

City of Springfield

Employer/Respondent

800 E. Monroe Street

Street address

Springfield, IL 62701

City, State, Zip code

State employee? **No**

Gender: **Male**

Marital status: **Single**

Dependents under age 18: **0**

Birthdate: **5/30/1973**

Average weekly wage: **\$1,909.35**

Date of accident: **3/3/2023**

How did the accident occur? **Stepping off a fire engine at maintenance facility**

What part of the body was affected? **Right leg**

What is the nature of the injury? **Torn patellar and quadricep tendon**

The employer was notified of the accident **orally and in writing.**

Return-to-work date: **7/13/2023**

Location of accident: **Sangamon County**

Did the employee return to his or her regular job? **Yes**

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for **14 6/7** weeks at the rate of **\$1,976.85** /week.

The employee was temporarily totally disabled during the following period(s):

From	Through
<u>3/31/23</u>	<u>7/13/23</u>

Notes regarding temporary total disability benefits:

MEDICAL EXPENSES: The employer has paid all medical bills. List unpaid bills in the space below.

PREVIOUS AGREEMENTS: Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ N/A as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on N/A regarding

TTD \$ N/A Permanent disability \$ N/A Medical expenses \$ N/A Other \$ N/A

TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee. Respondent agrees to pay and Petitioner agrees to accept \$36,477.63 in lump sum in full and final settlement of Petitioner's workers' compensation claim arising out of the work related accident of March 3, 2023. This settlement is arrived at on the basis of approximately 36.55 weeks of permanent partial disability at \$998.02 per week representing approximately 17% of the right leg with related medical paid by the Respondent through the date of this contract. The parties agree that this settlement is fair and that it meets with provisions of the Illinois Workers' Compensation Act. All future rights under Section 19(h) and 8(a) of the Act are expressly waived by the parties hereto.

Petitioner further asserts that Petitioner is not currently a Medicare beneficiary and has no reasonable expectation of enrolling in Medicare within the 30 months of the settlement date and that Petitioner has not applied for Social Security, has not been denied Social Security and has not appeal pending, is not 62 years and 6 months of age or older, and does not have end-stage renal disease.

Total amount of settlement	<u>\$36,477.63</u>	
Deduction: Attorney's fees	<u>\$7,295.52</u>	
Deduction: Petitioner's costs	<u>\$85.37</u>	<u>Medical records, certified mail</u>
Deduction: Other (explain)	<u>\$0.00</u>	
Amount employee will receive	<u>\$29,096.74</u>	

PETITIONER'S SIGNATURE. *Attention, petitioner. Do not sign this contract unless you understand all of the following statements.*

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, except as otherwise provided herein, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

Signature On File

Signature of petitioner

Andrew Sandhaas

Name of petitioner

[REDACTED]

Telephone number

9/3/2024

Date

PETITIONER'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

/s/ Francis Lynch

Signature of attorney

Francis Lynch

9/5/2024

Date

01189

Attorney's name

Wolter, Beeman & Lynch

1001 S Sixth Street

IWCC Code #

Springfield, IL 62703

Firm name and address

(217) 753-4220

Telephone number

flynch@wbllawyers.com

E-mail address

RESPONDENT'S SIGNATURE. The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

/s/ Jason Hayes

Signature of attorney or agent

Jason Hayes

Attorney's or agent's name

(888) 476-2669

Telephone number

PMA

9/5/2024

Date

Jason Hayes@pmagroup.com

E-mail address

Name of respondent's insurance or service company

ORDER OF ARBITRATOR OR COMMISSIONER:

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.

**APPROVED BY AUTHORITY OF THE
ILLINOIS WORKERS' COMPENSATION
COMMISSION**

**pursuant to the provisions of the
Workers' Compensation and Workers'
Occupational Diseases Acts**

9/17/2024

By: /s/ Edward Lee Arbitrator

**ILLINOIS WORKERS' COMPENSATION COMMISSION
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0155908

Workers' Compensation Act **Yes**

Occupational Diseases Act **No**

Fatal case? **No**

Date of death

Andrew Sandhaas

Employee/Petitioner

Case# **23WC012581**

v.

City of Springfield

Setting **Springfield**

Employer/Respondent

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

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Employee/Petitioner

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Street address

Springfield, IL 62707

City, State, Zip code

City of Springfield

Employer/Respondent

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Street address

Springfield, IL 62701

City, State, Zip code

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Marital status: **Single**

Dependents under age 18: **0**

Birthdate: **5/30/1973**

Average weekly wage: **\$1,909.35**

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What part of the body was affected? **Right leg**

What is the nature of the injury? **Torn patellar and quadricep tendon**

The employer was notified of the accident **orally and in writing.**

Return-to-work date: **7/13/2023**

Location of accident: **Sangamon County**

Did the employee return to his or her regular job? **Yes**

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for **14 6/7** weeks at the rate of **\$1,976.85** /week.

The employee was temporarily totally disabled during the following period(s):

From	Through
<u>3/31/23</u>	<u>7/13/23</u>

Notes regarding temporary total disability benefits:

MEDICAL EXPENSES: The employer has paid all medical bills. List unpaid bills in the space below.

PREVIOUS AGREEMENTS: Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ N/A as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on N/A regarding

TTD \$ N/A Permanent disability \$ N/A Medical expenses \$ N/A Other \$ N/A

TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee. Respondent agrees to pay and Petitioner agrees to accept \$36,477.63 in lump sum in full and final settlement of Petitioner's workers' compensation claim arising out of the work related accident of March 3, 2023. This settlement is arrived at on the basis of approximately 36.55 weeks of permanent partial disability at \$998.02 per week representing approximately 17% of the right leg with related medical paid by the Respondent through the date of this contract. The parties agree that this settlement is fair and that it meets with provisions of the Illinois Workers' Compensation Act. All future rights under Section 19(h) and 8(a) of the Act are expressly waived by the parties hereto.

Petitioner further asserts that Petitioner is not currently a Medicare beneficiary and has no reasonable expectation of enrolling in Medicare within the 30 months of the settlement date and that Petitioner has not applied for Social Security, has not been denied Social Security and has not appeal pending, is not 62 years and 6 months of age or older, and does not have end-stage renal disease.

Total amount of settlement	<u>\$36,477.63</u>	
Deduction: Attorney's fees	<u>\$7,295.52</u>	
Deduction: Petitioner's costs	<u>\$85.37</u>	<u>Medical records, certified mail</u>
Deduction: Other (explain)	<u>\$0.00</u>	
Amount employee will receive	<u>\$29,096.74</u>	

PETITIONER'S SIGNATURE. *Attention, petitioner. Do not sign this contract unless you understand all of the following statements.*

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, except as otherwise provided herein, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

Signature On File

Signature of petitioner

Andrew Sandhaas

Name of petitioner

[REDACTED]

Telephone number

9/3/2024

Date

PETITIONER'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

/s/ Francis Lynch

Signature of attorney

Francis Lynch

9/5/2024

Date

01189

Attorney's name

Wolter, Beeman & Lynch

1001 S Sixth Street

IWCC Code #

Springfield, IL 62703

Firm name and address

(217) 753-4220

Telephone number

flynch@wblawyers.com

E-mail address

RESPONDENT'S SIGNATURE. The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

/s/ Jason Hayes

Signature of attorney or agent

Jason Hayes

Attorney's or agent's name

(888) 476-2669

Telephone number

PMA

9/5/2024

Date

Jason Hayes@pmagroup.com

E-mail address

Name of respondent's insurance or service company

ORDER OF ARBITRATOR OR COMMISSIONER:

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.

**APPROVED BY AUTHORITY OF THE
ILLINOIS WORKERS' COMPENSATION
COMMISSION**

**pursuant to the provisions of the
Workers' Compensation and Workers'
Occupational Diseases Acts**

9/17/2024

By: /s/ Edward Lee Arbitrator

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING: 10/01/2024

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Greg Moredock

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Work Comp Settlement

FISCAL IMPACT: \$36,477.63

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO ANDREW SANDHAAS, A CURRENT CITY OF SPRINGFIELD FIREFIGHTER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE #23WC012581 IN THE AMOUNT OF \$36,477.63.

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

CONTRACTOR / VENDOR NAME: Andrew Sandhaas & attorney Wolter, Beeman & Lynch

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						
2						
3						
4						

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BGMT	WCMP	2205	\$36,477.63
2						
3						
4						

FUNDS CHECK BY:

Date:

Courtney Heines 09.19.2024

DIRECTOR / SUPERVISOR SIGNATURE

Date:

9.19.24

CITY PURCHASING AGENT:

Date:

COMMENTS

Andrew Sandhaas, hired on May 23, 1994, as a City of Springfield Firefighter employee reported a work injury on March 3, 2023. Mr. Sandhaas filed a workers compensation claim (Case# 23WC012581) and is willing to settle in the amount of \$36,477.63. PMA Companies the city's third party Workers' Compensation vendor, also recommend payment in the amount of \$36,477.63 to settle (Case# 23WC012581).

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM) 9.19.24

AN ORDINANCE AMENDING ORDINANCE 450-10-17 AND 313-08-18 TO EXPAND THE FIRST RESPONDER AND U.S. VETERAN HOME PURCHASE AND NEW CONSTRUCTION GRANT PROGRAM UTILIZING TAX INCREMENT FINANCE FUNDS IN AN AMOUNT NOT TO EXCEED \$250,000.00

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

WHEREAS, the City has adopted a program for the Redevelopment Project Areas (as hereinafter defined) known as the Far East Tax Increment Redevelopment Plan, Enos Park Tax Increment Redevelopment Plan, and the SHA (Madison Park Place) Tax Increment Redevelopment Plan in the City of Springfield pursuant to "The Tax Increment Allocation Redevelopment Act, as amended," 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,"); and

WHEREAS, pursuant to the provisions of the Act, the City has adopted a Tax Increment Redevelopment Plan and Project for each Project Ear, (hereinafter referred to as the "Far East Plan", the "Enos Park Plan", and the "SHA (Madison Park Place) Plan") pertaining, respectively, to the redevelopment of the Far East area, the Enos Park Area, and the SHA (Madison Park Place) area, a copy of which Plans are on file with the City Clerk of the City of Springfield; and,

WHEREAS, the City previously passed Ordinance 450-10-17 creating a First Responder Home Purchase and New Construction Grant Program ("Grant Program") in the Far East TIF District which was expanded by Ordinance 313-08-18 to include U.S. Veterans as eligible participants; and,

WHEREAS, it is in the best interest of the City to expand the Grant Program to include the Enos Park TIF District and the SHA (Madison Park Place) TIF District; and,

WHEREAS, it is in the best interest of the City to expand the Grant Program to include health professionals as eligible recipients; and

WHEREAS, the City proposes to provide financial assistance in the total amount not to exceed \$250,000.00 to the First Responder, U.S. Veterans, and Health Professionals Home Purchase and New Construction Grant Program utilizing tax increment financing funds; and

WHEREAS, a copy of each Redevelopment Agreement will 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 amends Ordinance 450-10-17 and Ordinance 313-08-18 by including the Enos Park TIF District and the SHA (Madison Park Place) TIF District in the program and including Health Professionals as defined in the Internal Standard Classification of Occupations ISOC-08. The City further approves and authorizes for financial assistance for the Grant Program in a total amount not to exceed \$250,000.00 utilizing Far East, Enos Park, and SHA (Madison Park Place) Tax Increment Financing funds to provide financial assistance to households who qualify for the program in an amount not to exceed \$20,000 per application with a 5-year recapture period.

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

PASSED: _____, 2024

SIGNED: _____, 2024

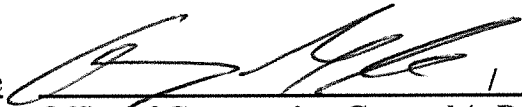
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Alderman Shawn Gregory
Alderman Roy Williams, Jr.
Aldерwoman Lakeisha Purchase

 9/26/24

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 10/1/2024

OFFICE REQUESTING: Alderman Gregory, Alderman Williams, Jr., Alderwoman Purchase

CONTACT PERSON: Greg Moredock

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Amendment

FISCAL IMPACT: \$250,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING ORDINANCE 450-10-17 AND 313-08-18 TO EXPAND THE FIRST RESPONDER AND U.S. VETERAN HOME PURCHASE AND NEW CONSTRUCTION GRANT PROGRAM UTILIZING TAX INCREMENT FINANCE FUNDS IN AN AMOUNT NOT TO EXCEED \$250,000.00

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

Ord. 450-10-17

Ord. 313-08-18

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 450-10-17 & 313-08-18

☐ 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	062	111111	DEVL	RHAB	2110	\$ 100,000.00
2	007	111	DEVL	RHAB	2110	\$ 100,000.00
3	028	111	DEVL	RHAB	2110	\$ 50,000.00
4						

FUNDS CHECK BY: C. Heinkel

Date: 09/26/24

DIRECTOR / SUPERVISOR SIGNATURE

Date: 9/26/24

CITY PURCHASING AGENT:

Date:

COMMENTS

An Ordinance amending Ordinance 450-10-17 and Ordinance 313-08-18 by including the Enos Park TIF District and the SHA (Madison Park Place) TIF District in the program and including Health Professionals as defined in the Internal Standard Classification of Occupations ISOC-08. The City proposes to provide financial assistance for the Grant Program in a total amount not to exceed \$250,000.00 utilizing Far East, Enos Park, and SHA (Madison Park Place) Tax Increment Financing funds to provide financial assistance to households who qualify for the program in an amount not to exceed \$20,000 per application with a 5-year recapture period.

SIGN OFF:

(Mayor's Signature)

GEM

Ramona Metzger
(Director of OBM)

9/26/2024

AN ORDINANCE AUTHORIZING PAYMENT OF \$206,130.00 TO ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. FOR RENEWAL OF THE ANNUAL PREMIUM FOR COVERAGE OF CERTAIN COMMERCIAL PROPERTIES 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, Arthur J. Gallagher Risk Management Services, Inc. is the broker for certain commercial properties; and

WHEREAS, covered sites and their valuations have been updated for coverage; and

WHEREAS, Gallagher priced the City coverage through 3 insurance carriers and has recommended continuing our policy coverage through our existing provider Allianz, which provided the lowest cost and best coverage as outlined in the Executive Summary; and

WHEREAS, it is necessary to authorize payment of \$206,130.00 for renewal of the annual premium for coverage of certain commercial properties for the city of Springfield to Arthur J. Gallagher Risk Management Services, Inc. for the policy term beginning October 1, 2024, through September 30, 2025.

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

Section 1: That the City Council hereby authorizes payment of \$206,130.00 for renewal of the annual premium for coverage of certain commercial properties for the city of Springfield to Arthur J. Gallagher Risk Management Services, Inc.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of \$206,130.00 to Arthur J. Gallagher Risk from account number 074-107-BMGT-PRCA-1225 for the annual premium beginning October 1, 2024, through September 30, 2024.

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

PASSED: _____, 2024

SIGNED: _____, 2024

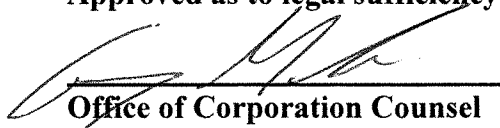
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel

9/26/24



Gallagher

Insurance | Risk Management | Consulting

City Of Springfield Property Insurance Program -2024

Executive Summary

**Mayor Buscher, City Council Members, Budget Director Metzger, and Purchasing Director Lesko
August 30, 2024**

Scope of Service: Evaluation of potential risk, identifying gaps in insurance coverage, better positioning for placement of coverage, and offering management insight on insurance coverage's. This is done with the intent to help management make decisions that can positively impact the asset protection of the City of Springfield.

The property insurance market, after several challenging quarters has shown some signs of improvement for good risks. Large CAT losses had a significant impact on the reinsurance market causing a passing of the rate and terms. *Inflation* still impacts the construction rebuild cost. Combine rebuild cost and the scale of the losses from the natural disasters around the country and the world; it impacts the terms, conditions, compliance requirements, and pricing. Please reference the attached Spring/Summer Insurance Market update for market averages. (In addition CIAB and RPS Property market outlook).

Our renewal process includes the following:

- Policy structure review.
- Terms and conditions for renewal.
- Market survey, Loss control recommendations, and compliance.
- Review of the property replacement cost (schedule of property reviewed by city staff)

Our recommendation continues to be Arch Underwriting-Allianz. We continue to make the recommendation for the following reasons:

- Continued stability in the property market place with a broad form of coverages.
- Renews without wind hail deductible. Through our market review many carriers require at least 1% of the scheduled value with a minimum \$100,000 deductible.
- Earthquake coverage has reduced to fifty million. Reflection of insurance carriers reducing exposure.
- **Overall property rate increase of 5% (.1014 - .106) - Benchmark 10%-13.8% (property benchmark attached).**
- **Overall Property Valuation increase of 3% (\$5,966,031) - 44 locations (Schedule attached).**
- **Overall Premium impact of 9.5% including flood coverage premium.**



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Arch Underwriting - Allianz	Expiring Term 2023-2024 <i>Mid- Term changes <u>Annualized</u></i>	Renewal Term Premium 2024-2025 Per Current Statement of values
Total <u>Property</u> <u>Valuation</u>- Building – content-Extra Expense	\$187,994,719	\$193,960,750
Property Premium	\$ 144,643	\$158,294
Earthquake Premium	\$ 4,773	\$5,300
Flood Premium	\$ 19,065	\$22,750
Equipment Breakdown Premium	\$ 13,727	\$15,308
Terrorism Coverage Premium	\$ 4,339	\$4,748
Total Premium	\$ 186,547	\$206,130

We continue to make available to the City of Springfield the Gallagher CORE360 LEAD Portal (see last page of proposal) that is utilized by many municipalities and corporations. This is at no cost as a Gallagher client. I recommend the following items for consideration:

- CBIZ Valuation Group Should be consulted for property valuation update- last was 10-28-2020.
- New buildings added that are vacant, need vacancy policy or builders risk if under construction. Policy coverage is excluded if building is vacant. Please review.

In conclusion, we were able to attain a very favorable renewal in both terms and pricing. We appreciate the opportunity to serve the City of Springfield's risk management needs. We continue to review the market place with our team of analyst to advise you of continued market trends so adjustments can be made in a reasonable time frame. If you have any questions please feel free to contact me.

Regards,

Thomas J. Kavanagh
Area Vice President



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2024-1-4

Property Benchmark

Clear Filters

Report Guide: [Property Benchmarking](#)
Report support: [Michael Lewis](#)



Last Refresh: 7/31/2024

Total Peer Count	Report Premium	Comp. Rate Change	CIAB Rate Trend - Q2	Avg Composite Rate	25th Composite Rate	50th Composite Rate	75th Composite Rate
542	\$1.1bn	13.1%	10.1%	\$0.435	\$0.110	\$0.218	\$0.557

Client Count and Composite Rate by Program Type and TIV						
Program Type	Total Clients	Premium	Avg Composite Rate Change	Avg Composite Rate	Median Composite Rate	Program Type by Client Count
☒ Shared Layer	82	\$444,812,325	8.4%	\$0.473	\$0.282	Shared ... 460.0 82.0
TIV:\$5B+	16	\$229,644,930	4.9%	\$0.118	\$0.108	
TIV:\$1B - \$5B	24	\$158,537,182	4.9%	\$0.300	\$0.267	
TIV:\$500M - \$1B	7	\$21,760,039	8.7%	\$0.459	\$0.426	
TIV:\$250M - \$500M	8	\$16,452,414	1.9%	\$0.603	\$0.638	
TIV:\$100M - \$250M	10	\$15,037,538	13.8%	\$0.801	\$0.340	
TIV:\$50M - \$100M	6	\$1,417,029	36.4%	\$0.311	\$0.235	
TIV:\$25M - \$50M	4	\$1,005,216	25.8%	\$0.625	\$0.483	
TIV:\$10M - \$25M	2	\$605,449	-20.7%	\$1.595	\$1.595	
Total	542	\$718,555,099	13.1%	\$0.435	\$0.218	

Client Count and Composite Rate by Practice Group						
Practice Group	Peer Clients	Premium	Avg Composite Rate Change	Avg Composite Rate	Median Composite Rate	Top Direct Placement Carriers by National Premium
Public Sector & K-12 E...	542	\$718,555,099	13.1%	\$0.435	\$0.218	Gallagher Global Brokerage-UK \$591.9M FM Global Group \$267.5M Travelers Group \$263.8M Liberty Mutual... \$97.4M American Inter... \$91.9M Chub... \$126... Zur... \$10... Ba... \$73.6M Swiss Rein... \$69.1M \$6
Total	542	\$718,555,099	13.1%	\$0.435	\$0.218	

US Public Sector & K-12 Education Market Addendum

May 2024

Gallagher captures meaningful data about every line of coverage for our clients, and we publish a report on market conditions several times each year. The Gallagher Insurance Market Report of March 2024 can help public sector and K-12 education clients think about the broader environment that shapes the insurance market. This addendum will reference key takeaways from the general market report and provide more specific detail on public sector market conditions.

Based upon our experience placing insurance for public entities of all types and sizes for more than 50 years, we know that insurance conditions for public agencies vary from general market conditions. There are fewer markets willing to write public sector business, which creates a lack of competition for both coverage and pricing. Many public entities struggle to meet underwriting criteria and may be challenged to provide accurate data; these factors also influence the availability and pricing of insurance. It is also true that public entities and K-12 schools operate under a mandate to provide services to the public, which limits their ability to curtail risky operations. Providing law enforcement protection, guarding the health and welfare of school children, delivering clean water, maintaining public roads, and firefighting are all examples of high-risk services delivered by the sector which must be managed and insured or financed. These factors, in addition to the expectations of the public and societal views of government, all contribute to the creation of a challenging insurance environment.

Property

Overall, the property market is stabilizing and gradually improving. The Gallagher Insurance Market Report of March 2024 stated that challenges within the commercial property market continue, but clients are likely to find more stability at renewal, with continued rate increases. This is certainly true for the public sector as well, although rate improvements are slower to materialize. Comparing the property rate changes for all clients and public sector clients (as of April 30, 2024) demonstrates the difference.

Property Rates	All Industries	Public Sector & K-12 Schools
Rate decrease	17.2%	15.5%
No change	3.2%	.3%
Rate increase	79.5%	84.2%

Key Issues

- Extreme weather events: Severe convective storms (SCS) were a significant driver of insured losses in 2023, and insured losses from natural catastrophes exceeded \$100 billion. It is likely carriers will continue to reevaluate their exposures to SCS, wildfire, and flood, among other perils.
- Data accuracy and information gaps: Inadequate renewal information, incomplete property inventories, and missing components of COPE data all contribute to poor renewal outcomes.
- Lack of updated property values: Many schools and public agencies struggle to keep up-to-date valuation records that adequately reflect the entity's property exposures. Carriers remain highly focused on insuring to

appropriate values and inflation costs. Those with incomplete or inaccurate data are likely to experience increased pricing and less choice at renewal time.

- **Alternative solutions:** Although typically adverse to new, complicated or nontraditional risk financing solutions, a number of public entities are now considering creative buying strategies such as group purchasing, structured reinsurance, captives and parametric coverages.
- **Preparation:** It is important to start early, prepare thoroughly, and explore all options. Prices are still increasing for most, and there will still be tough renewals ahead.

"We believe climate change will continue to impact the property market for the foreseeable future, beyond the short term. Catastrophe models and Gallagher forecasts are helpful to run "what if" scenarios. We are also helping our public sector clients understand and budget for the changes in their deductibles for severe weather events.

Scott Thomason, Regional Director – Southeast Region
Gallagher Public Sector & K-12 Education Practice

Casualty/Liability

The Gallagher Insurance Market Report of March 2024 reported that a sensible casualty market is emerging, with median rate increases largely stabilizing. That is not the case across the public sector, however. A comparison of all industries to the public sector and K-12 school sector shows an even starker contrast in rate changes.

General Liability Rates	All Industries	Public Sector & K-12 Schools
Rate decrease	27.4%	12.3%
No change	17.4%	10.8%
Rate increase	55.2%	76.9%

Key Issues

- **Adverse trends:** The impact of social inflation, nuclear verdicts, and rising medical costs are key issues across all industries. Among public entities, there is also a rise in litigation funders, plaintiff advertising and event-driven litigation.
- **Statute of limitations for SAM claims:** The requirements for filing a sexual abuse and molestation (SAM) claim against a school vary state by state and are subject to change every year. Many states have extended the statute to allow decades-old claims to be brought forward; that number increases every year. Layer on top of that the differences in legal jurisdictions and jury awards, and a claim that could be settled for \$300,000 in one jurisdiction may be worth more than a million in another. Governmental immunity differs by state as well, which means that a liability claim may be capped at \$500,000 in one state while other states have no cap. There are fewer insurance markets willing to provide this coverage, which limits public entities' ability to leverage competitive bids.

- Law enforcement liability and employment practice liability: Claim trends are significantly greater and more volatile for these areas of operation, and these difficult lines of coverage are exacerbated by social unrest, racial inequality, staffing challenges and the public's general dissatisfaction with government.
- Emerging risks: The possibility of a wave of future claims from emerging risks such as PFAS (forever chemicals) and biometric privacy breaches are of concern.
- Volatile conditions: All of these factors combine to make casualty market conditions more volatile for public entities and K-12 schools.

"The reality is the landscape has changed. Today's public sector decision-makers have to be open-minded to new insurance solutions and invest in significant risk control to reduce and mitigate the severity of claims."

John Chino, Regional Director – Northwest & Southwest Regions
Gallagher Public Sector & K-12 Education Practice

Workers' Compensation

Workers' compensation remains a profitable and stable class of business, with similar rate trends across both general industry and the public sector.

General Liability Rates	All Industries	Public Sector & K-12 Schools
Rate decrease	50.3%	45.5%
No change	2.1%	4.5%
Rate increase	47.6%	50.0%

Package Policies and Other Lines

The Gallagher Insurance Market Report of March 2024 comments on specific lines of coverage that are not typically purchased separately by public agencies (Commercial Auto, Directors & Officers, Professional Liability and Umbrella). Those lines are usually included in a Package or Multi-Line policy, depending upon the risk financing structure of the individual entity or pool (if the entity is a pool member). For package policies, the pattern of difference holds when comparing the rate changes for all clients in all industries to the public sector. Public entities and K-12 schools have higher percentages of increases and lower percentages of decreases.

Package Policy Rates	All Industries	Public Sector & K-12 Schools
Rate decrease	27.7%	23.9%
No change	4.0%	2.7%
Rate increase	68.3%	73.4%

Cyber

Cyber claims activity has been steadily increasing as the cyber insurance market continues to mature. In the public sector world, it is important to remember that this is an area of exposure that is extremely difficult to control and is still evolving. Ten years ago, this was not top of mind for mayors or school superintendents. Now we know that schools and cities are often targeted by hackers and cyber criminals.

Volatility of pricing is likely to remain a feature of this segment of the market. In the July 2023 public sector webinar on the insurance market, we reported that cyber insurance coverage was flat or decreasing across all regions of the US. The data from April 2024 shows the pricing volatility that we expect to continue.

Cyber Liability Rates	Public Sector & K-12 Schools
Rate decrease	44.5%
No change	25.3%
Rate increase	30.2%

Cyber is another example of a challenging exposure for public entities because of underwriting and exposure criteria. Many K-12 schools are particularly challenged to implement multi-factor authentication and avoid phishing schemes and ransomware attacks. The ever-increasing use of AI and its deployment by malicious actors is a real and ominous threat to cyber security across this sector.

Conclusion

Current market conditions for public entity and K-12 buyers are challenging. Environmental, social and political influences contribute to these difficult conditions in addition to claims trends, pricing and capacity. Understanding what to expect is one piece of this puzzle. Other pieces include preparation, due diligence and attention to detail. Creative solutions and opportunities exist for those willing to embrace change and consider alternatives. Experts and consultants in the Gallagher Public Sector & K-12 Education Practice are ready to help, along with our company partners in Artex, Gallagher Bassett, Gallagher Benefit Services, Risk Program Administrators and Gallagher Re.

"Starting the renewal process early is the most important thing. Put in the time and ensure that your data is accurate and tells a compelling risk management story. If you dedicate yourself to this, you will get more favorable results from the insurance market."

Dorothy Gjerdrum, Senior Managing Director
Gallagher Public Sector & K-12 Education Practice

Our Methodology

All data is from April 30, 2024. Gallagher Drive is a premier data and analytics platform that uses both the change in premium and total insured values (TIVs) to calculate the rate change each month. The rate change is broken down by class of business and focused on renewals within the mid-market and large account spaces.

The account and methodology give a representation of the actual rate change, not just the premium change.



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Note that the data is calculated as one standard deviation for all renewals. The Gallagher Drive insights capture intermediated renewals and exclude rate change data from risk pools and captive insurers.

Insurance Market Report — March 2024

Foreword

While challenges within the commercial property market continue, many clients will be relieved to find a more stable property marketplace at this year's renewal, but are likely to see continued rate increases.

We are not out of the woods yet and many of the challenges clients have faced in their renewals are likely to continue for the near future. Our brokers will continue to emphasize the importance of providing detailed risk submissions well ahead of renewal discussions.

The casualty market is currently stable. However, there are concerning claims trends with social inflation and nuclear verdicts that all are monitoring.

Within commercial auto, the rising cost of repairs and liability payouts is raising questions about the adequacy of carriers' prior year reserves, an issue that could play out in pricing and coverage trends moving forward.

Cyber claims activity is picking up again, with malicious actors leveraging AI to carry out increasingly targeted and sophisticated attacks. Volatility of pricing is likely to remain a feature as the market continues to mature.

Defying prevailing market trends, we see fewer constraints within the public D&O market as capacity and competition remain plentiful. However, the easing of rates may ultimately prove unsustainable.

At a glance

Property:

Property buyers are seeing continued increases, even after the severe constraints of the past two years. That said, creative solutions must be considered as not all renewals will be straightforward, and double-digit rate increases are set to continue.

Casualty:

A sensible market is emerging, with median rate increases largely stabilizing. Insurers are closely monitoring the impact of social inflation, nuclear verdicts, and rising medical costs. Against a backdrop of rising loss costs, commercial auto carriers are facing up to potential adverse prior-year reserve development.

Cyber:

The cyber insurance market continues to mature as claims activity has increased in frequency and severity. Hackers are leveraging AI as they wage more sophisticated and targeted attacks.

D&O:

Plentiful capacity continues to affect supply-demand dynamics within public D&O, but the market appears to have found a landing point for now. Settlement verdicts continue to grow in size, with directors facing a number of emerging exposures.

Insurance Market Report — March 2024

Key Trends

Property: Slight easing of capacity constraints, but no time for complacency

- Property premium rates hardened by an average of 14.4% in the fourth quarter, showing a slight moderation after rates hardened by a median of 16.5% in Q3 and 17.8% in Q2 2023.
- Year-on-year, Q4 rate increases remain higher than the same period of the previous year (10.3%).
- Close to 80% of clients experienced an increase on their renewal price in the fourth quarter of 2023.
- While the market is plateauing at mid-teen rate increases, it is important to continue to explore all the options. There will be tough renewals ahead, and clients should prepare for potential double-digit increases in premium rates.

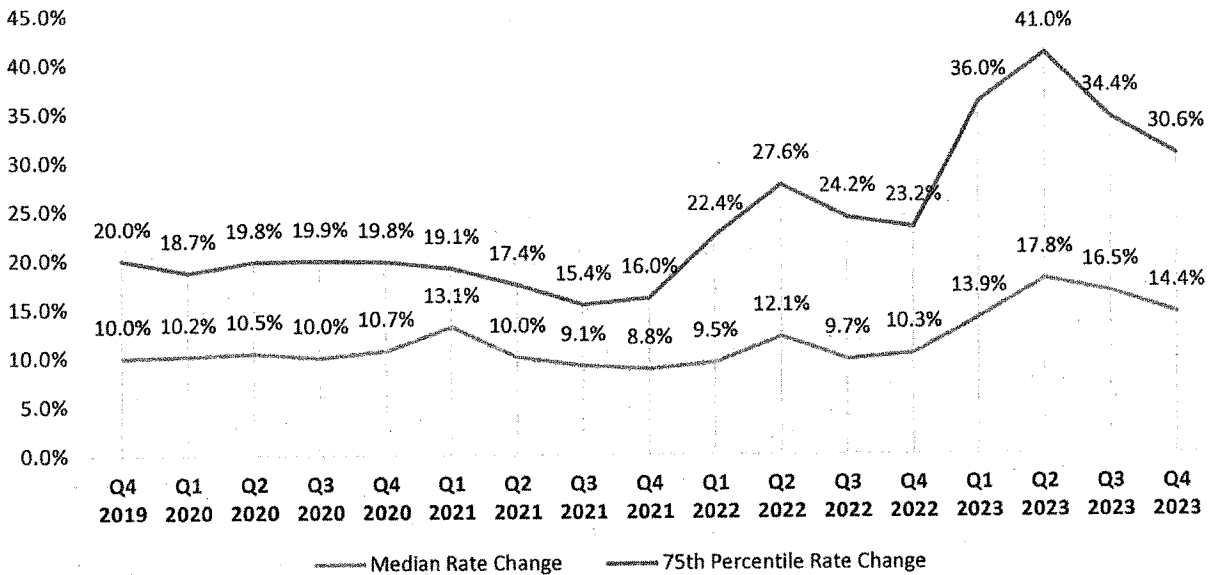
"A lot of our clients may hear the message that the market is moderating and the pace of rate increases has decelerated. But the expectation that you may get the same renewal as everyone else shouldn't be there.

We need to continue to deploy those harder market strategies because there will be some tough renewals out there. Not everyone is going to have the same result, and there's still some displacement with carriers. Some property carriers are still continuing to re-underwrite their book."

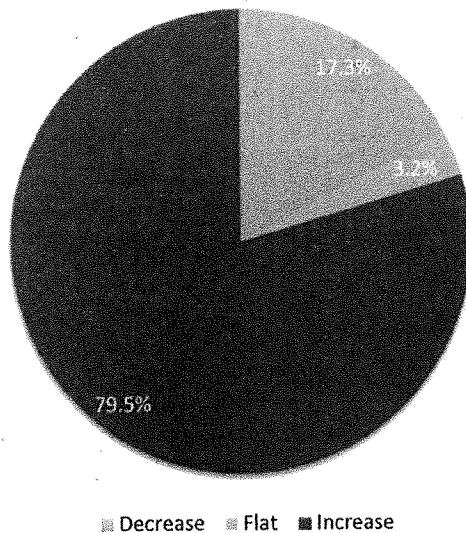
Martha Bane, Executive VP, Managing Director, Property Practice, Gallagher

Insurance Market Report — March 2024

Property Rate Trends Q4 2019 - Q4 2023



Q4 2023 Property Rate Changes Gallagher - U.S. Clients



OUR METHODOLOGY

Gallagher Drive® is a premier data and analytics platform that uses both the change in premium and total insured values (TIVs) to calculate the rate change each month. The rate change is broken down by class of business and focused on the renewals within the mid-market and large account space.

The approach and methodology gives a representation of the actual rate change, not just the premium change.

Insurance Market Report — March 2024

Casualty: Single-digit rate increases for now, exposures still up

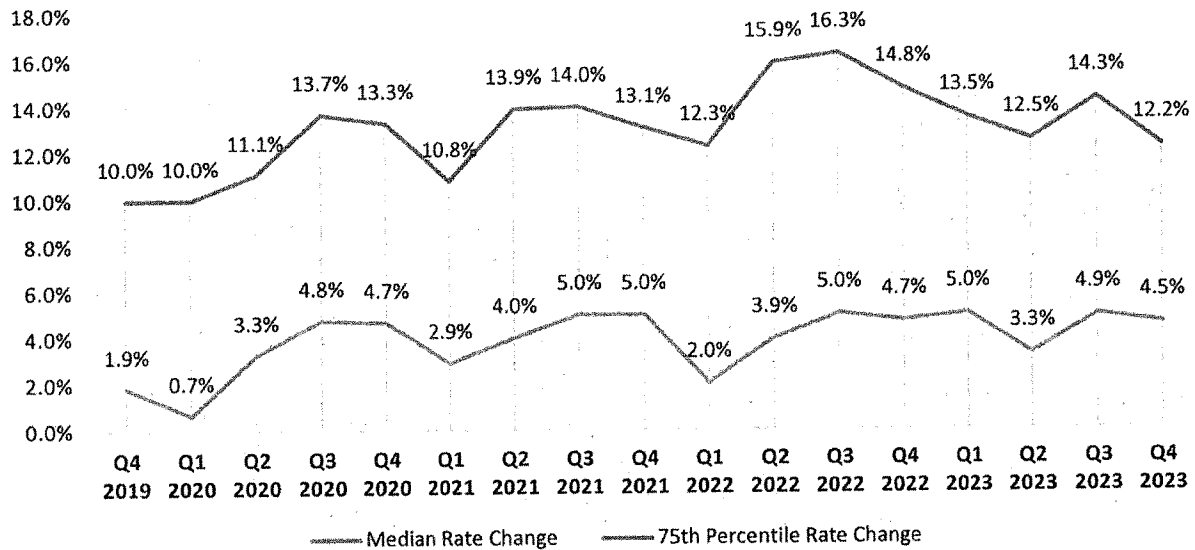
- We continue to see single-digit increases within most casualty classes, with general liability rates up by a median average of 4.5% and by 8.1% for umbrella business and 8.3% for commercial auto in Q4 2023.
- Social inflation and nuclear verdicts should drive further rate increases going forward. However, there continues to be a greater choice of markets at renewal.
- Carriers are closely monitoring legal settlements relating to emerging risks, including those involving PFAS "forever chemicals" and biometric (BIPA) privacy breaches.
- Inflation continues to drive up the cost of auto repair and liability claims, and rating agencies are voicing concern over the potential for adverse reserve development¹.

"This marketplace is continuing to stabilize. January 2024 casualty treaty renewals were more favorable than originally anticipated. Carriers have benefited from moderate rate increases for the most part and high single-digit rate increases on auto umbrella excess business. The combination of moderate rate increase and exposure increases makes for a healthier marketplace, where premiums are still up near double-digits."

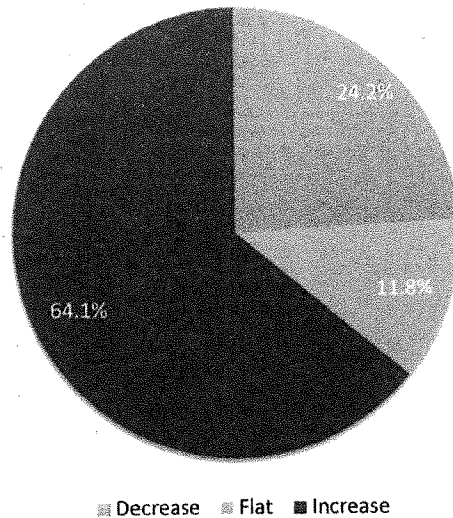
Bill Baker, VP of Strategic Growth, Gallagher

Insurance Market Report — March 2024

General Liability Rate Trends Q4 2019 - Q4 2023

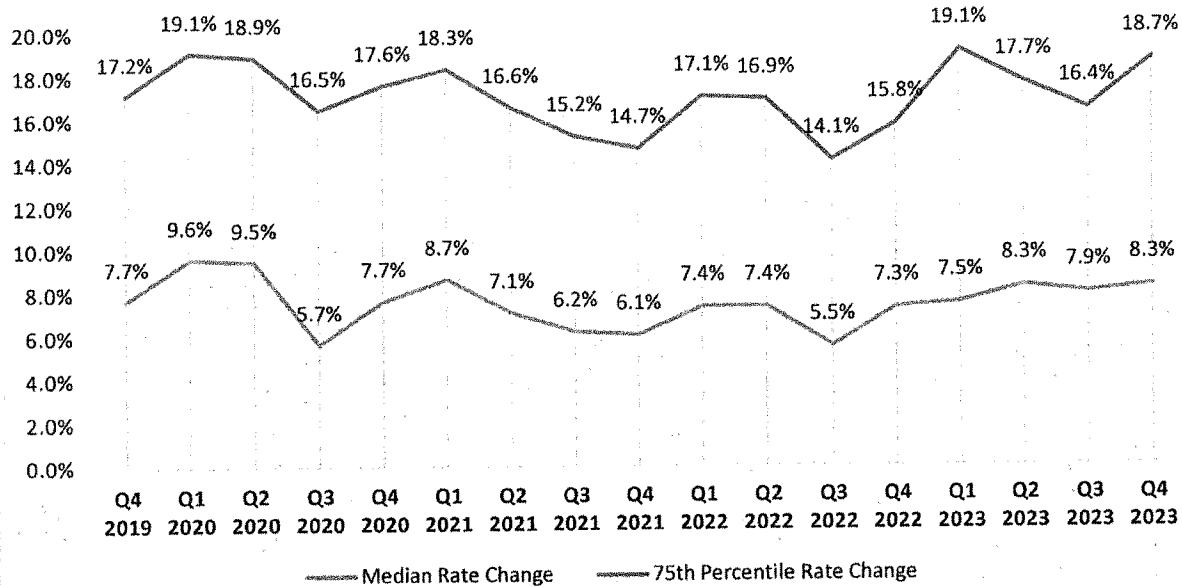


Q4 2023 General Liability Rate Changes Gallagher - U.S. Clients



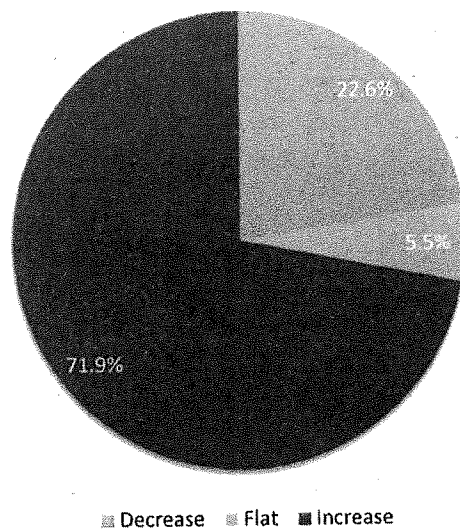
Insurance Market Report — March 2024

Commercial Auto Rate Trends Q4 2019 - Q4 2023



Q4 2023 Commercial Auto Rate Changes

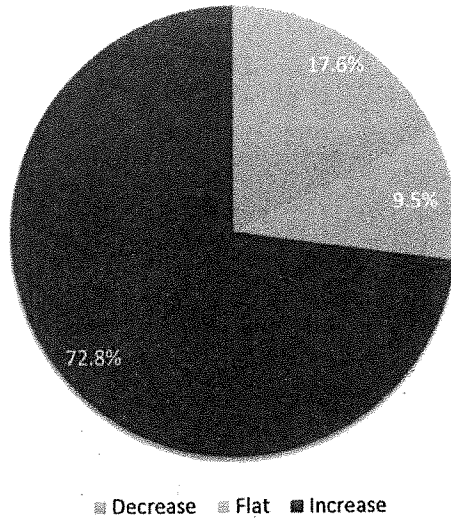
Gallagher - U.S. Clients



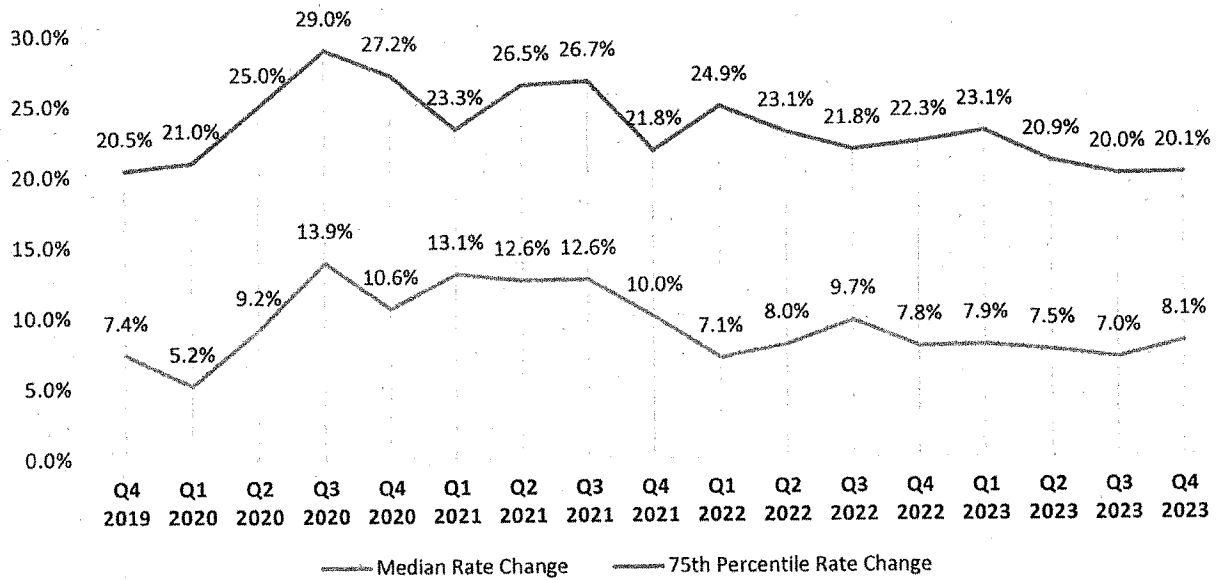
Insurance Market Report — March 2024

Q4 2023 Umbrella Rate Changes

Gallagher - U.S. Clients

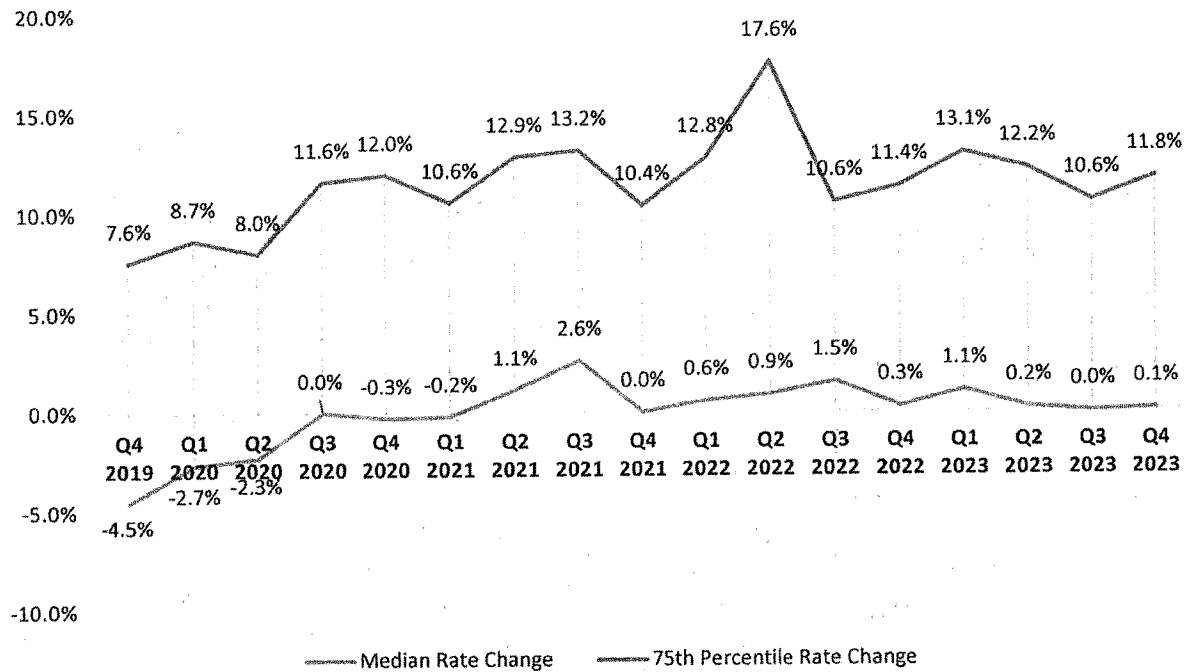


Umbrella Rate Trends Q4 2019 - Q4 2023

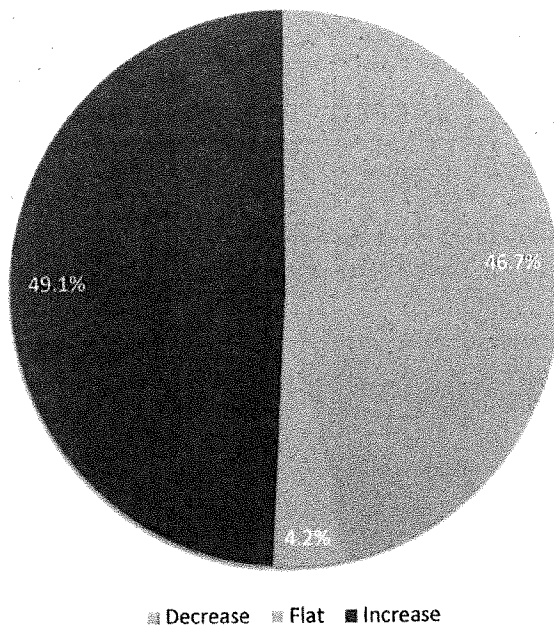


Insurance Market Report — March 2024

Workers' Compensation Rate Trends Q4 2019 - Q4 2023



Q4 2023 Workers' Comp Rate Changes Gallagher - U.S. Clients



Insurance Market Report — March 2024

Directors and Officers: Supply for public D&O continues to outstrip demand

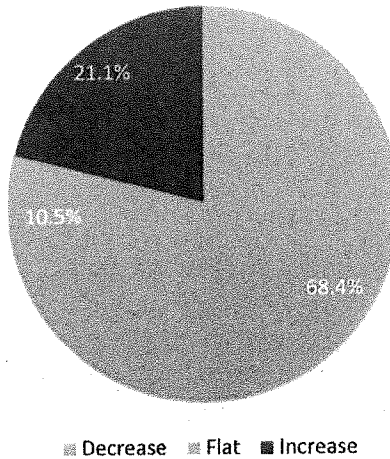
- 68.4% of clients continue to see a lower rate on their renewal, although rates may have bottomed out for mature public companies. The entry of over 30+ new markets into the sector over the past three years is driving rate softening.
- For private D&O, rates remained flat during Q4, spelling an end (for now) to the lowering level of increases of the past three years.
- Settlement verdicts continue to grow in size, with directors facing emerging exposures, including liabilities involved in generative AI and event-driven litigation, such as ESG-related claims.
- Meanwhile, the SEC has approved new rules requiring publicly listed companies to disclose a cyber attack within four days of the company determining the breach was material to investors. This has clear implications for senior managers.

"For both private company D&O, the market has stabilized a bit, but the majority of public D&O clients continue to enjoy rate reductions. The issue is that we just have so much capacity competing for the business despite the ongoing potential for severity losses."

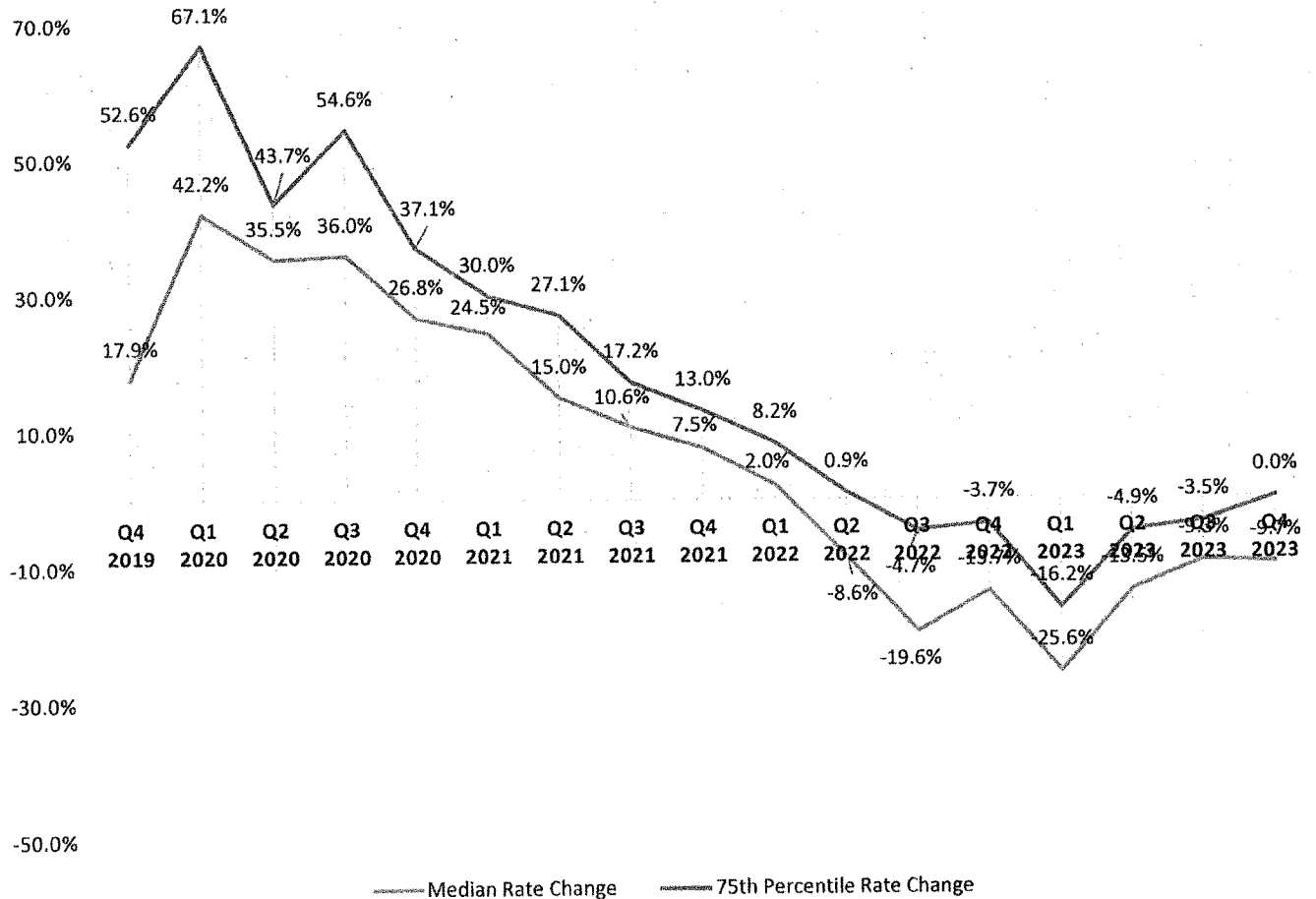
Jennifer Sharkey, Managing Director, Executive & Financial Risk Practice, Gallagher

Insurance Market Report — March 2024

Q4 2023 D&O Public Company Rate Changes Gallagher - U.S. Clients

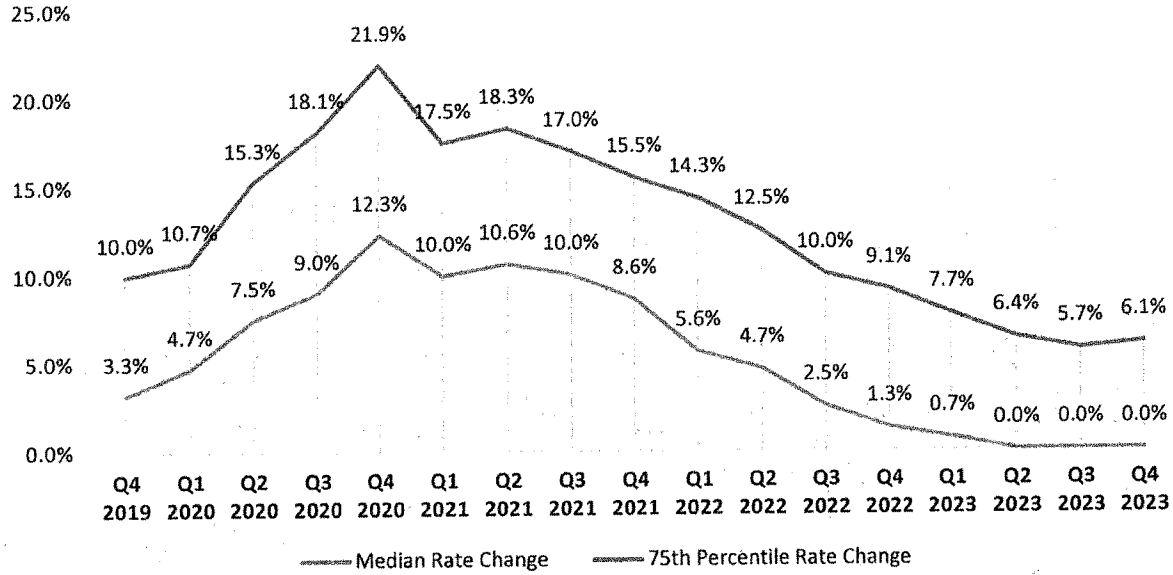


D&O Public Company Rate Trends Q4 2019 - Q4 2023

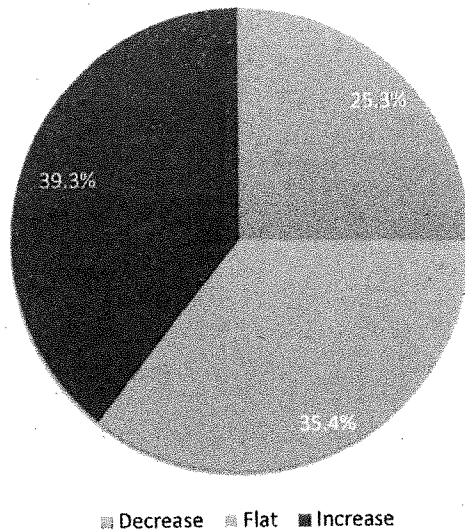


Insurance Market Report — March 2024

D&O Private Company Rate Trends Q4 2019 - Q4 2023



Q4 2023 D&O Private Company Rate Changes Gallagher - U.S. Clients



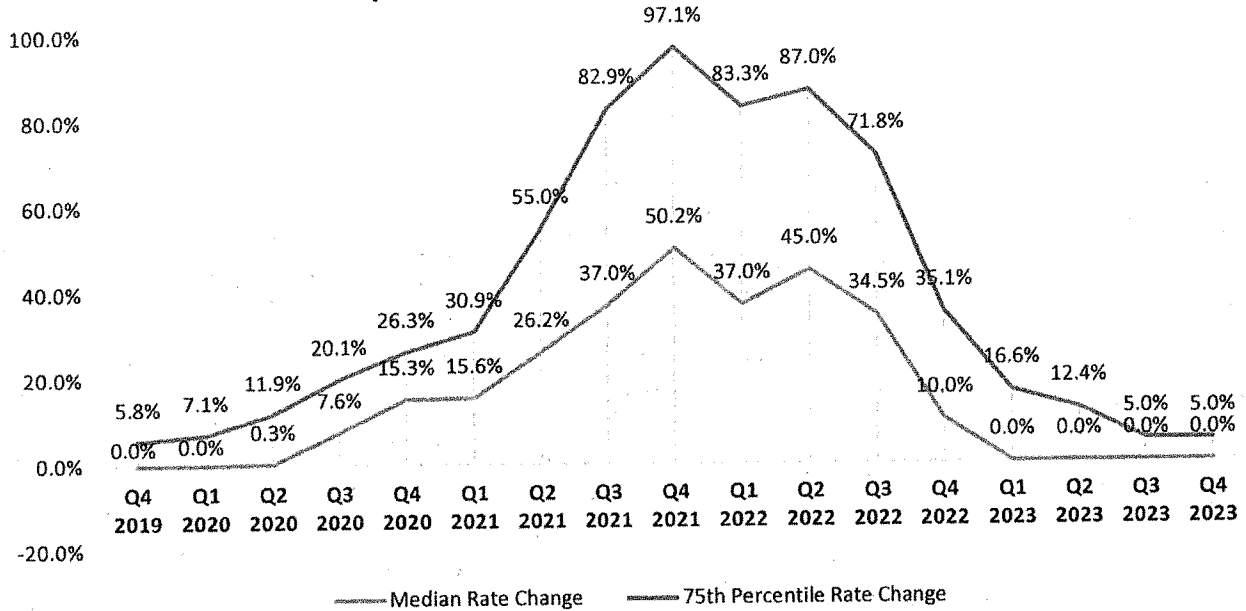
Insurance Market Report — March 2024

Cyber: Still a volatile class

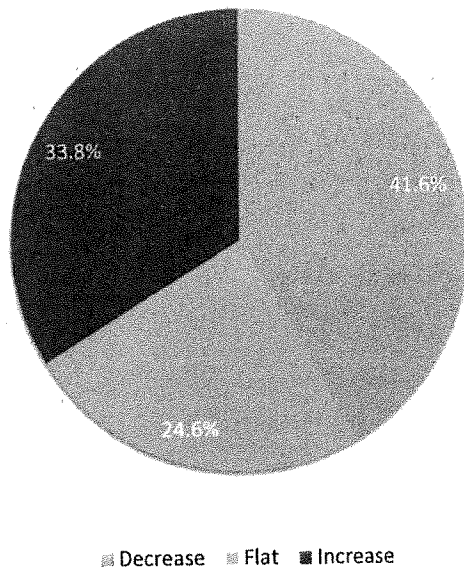
- Median cyber insurance rates remained largely flat through 2023 after declines during 2022, reflecting an uptick in claims and underwriters' evolving risk appetite.
- As a somewhat unpredictable class of business, the pricing cycle within cyber is more volatile than what we see in some more established classes of business.
- Cyber intrusions continue to grow in sophistication, with hackers targeting digital supply chains and increasingly leveraging AI to carry out social engineering, ransomware and phishing attacks.
- Insurance buyers with a sophisticated approach to cybersecurity will benefit from greater resilience, as well as access to more capacity and better terms and conditions.

Insurance Market Report — March 2024

Cyber Rate Trends Q4 2019 - Q4 2023



Q4 2023 Cyber Rate Changes Gallagher - U.S. Clients



Insurance Market Report — March 2024

Conclusion: Continuing demand for creative buying strategies

The latest market update offers a snapshot of ongoing challenges across the P&C commercial space.

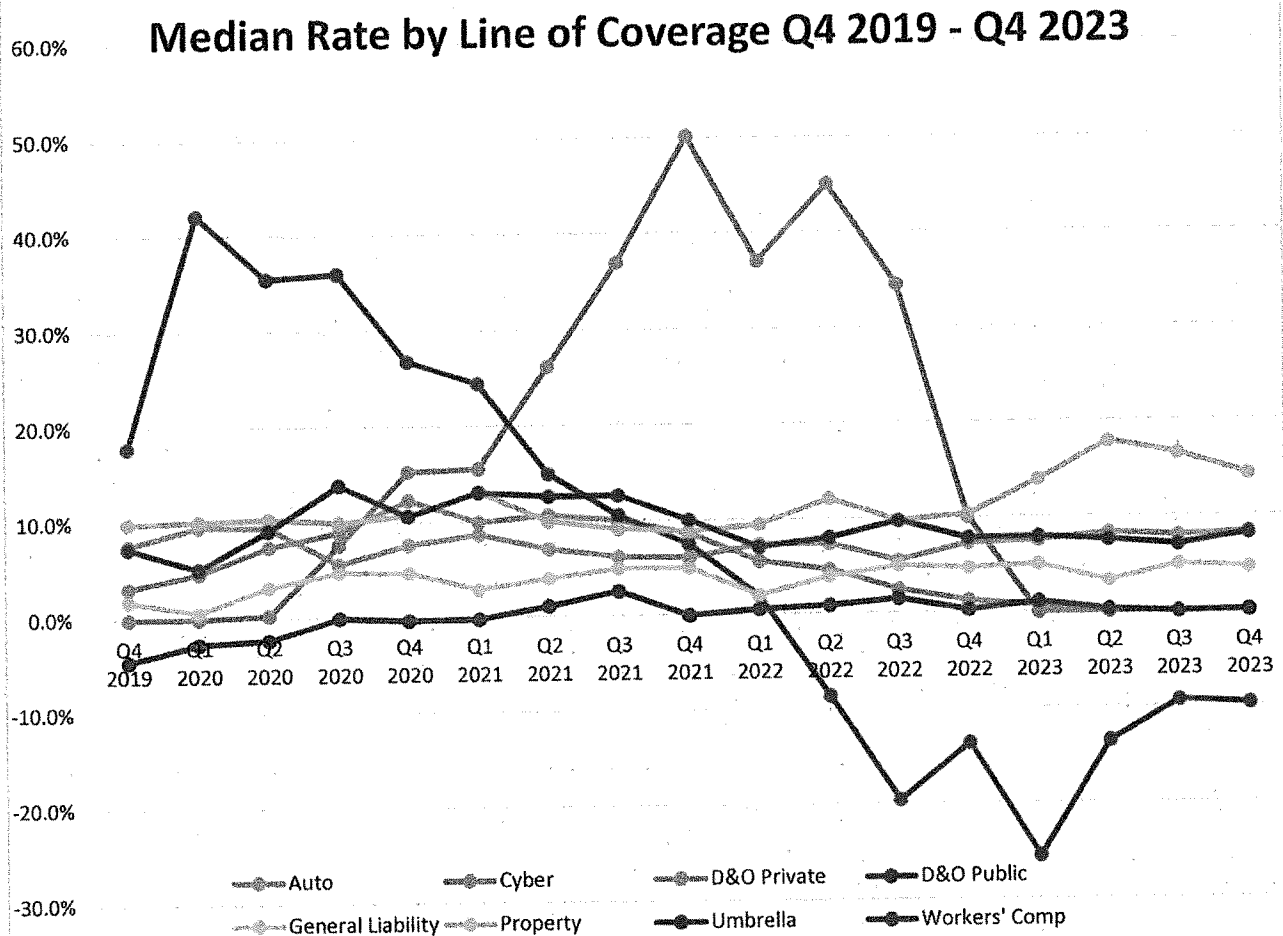
The primary pinch points are most acute within the property market — where median rate increases continue to be in the double-digits for many clients. The market is less constrained than it was this time a year ago, but it is likely to be another tough renewal season in 2024. This is particularly likely for clients who have not had a significant restructuring of their property program.

Clients, brokers, and carriers are working collaboratively to find creative solutions where there are capacity constraints, and we can expect this approach to continue.

Linton B. Puckett
Vice President
Market Relations

Mark Stachura
Regional Vice President
Market Relations & Placement

Insurance Market Report — March 2024



Source: Gallagher U.S. Clients

Insurance Market Report — March 2024

About our data

Gallagher Drive® is our premier data and analytics platform that combines market condition, claims history, and industry benchmark information to give our clients and carriers the real-time data they need to optimize risk management programs. When used as part of **CORE360®**, our unique comprehensive approach to evaluating our clients' risk management program, Gallagher Drive creates meaningful insights to help them make more informed risk management decisions, find efficient use of capital and identify the top markets with the best solutions for their risks.

Rate changes in this report were calculated by using the changes in premium and exposure of Gallagher clients renewing in Q4 2023.

¹ Inflation Boosts US P/C Insurers' Reserve Risk in Casualty Lines. FitchRatings (12 January 2024).

*Source: Gallagher Drive US Client Data, July 2023-September 2023. The median is the value separating the upper half from the lower half data sample (or the middle value). Seventy-fifth percentile rate is the average of the top 25% of Gallagher clients' accounts that received the highest rate increases. Due to the variability that we're seeing in this market and specific account characteristics, individual rates may vary.



2024 Q3 State of the Property Market

James Rozzi, CPCU, ASLI
Area Executive Vice President

Time really does fly by. As you read this, you'll have finished off the first half of the year, celebrated our nation's independence, and engulfed yourself in a transitioning excess and surplus lines property market that picked up a fair amount of speed and momentum as the year progressed.

I was at a talk recently, and the speaker indicated that if he had one wish, he would hope to be able to see the future long before it happened.

Certainly, this superpower would be advantageous. But the more I pondered it, I realized what makes life so interesting is waking up each day knowing that every day is a chance to do something better or do something differently that might yield an unexpected and favorable outcome. So, if given the chance, I think I might avoid knowing how my future would unfold.

WHAT'S HAPPENED IN THE PROPERTY INSURANCE MARKET SO FAR THIS YEAR

In the insurance world, seeing the future before it transpired would be valuable, as we're always working hard to predict market cycles and our clients' insurance costs several months out. In some cases, we're trying to project the costs of various assets years out while some properties are still under construction. What's interesting about 2024 is that, when we ended 2023, we all predicted a much more competitive and stable market to guide the narrative of 2024.

What we've gotten thus far is a lot of inconsistency and opportunistic underwriting by many of the major markets. We've also seen carriers fight hard to grow, retain business, and increase capacity where they can

in order to maintain market share. This behavior has quickly propelled us into a buyers' market that's created a much-needed reprieve for insureds and a lot of frustration among insurance carriers with deteriorating market conditions. The consensus at the end of 2023 was that the market had 12 to 18 months of runway; instead, we've all taken a long walk off a short pier and have had to adjust our expectations accordingly.

The speed at which the market has changed hasn't been universal to all asset classes, but when you're flying at cruising altitude and looking down, the market has steadily offered clients rate reductions in almost every geography and every asset class. Compared to 2023, the market has done a 180-degree turn as rates have steadily decreased month by month. The first half of the year saw rates average 5% to 12.5% down; in some cases, accounts have been completely restructured, which has allowed those buyers to see decreases well north of 25%. Don't be fooled: A plethora of flat renewals and even slight increases are being baked into the results of 2024, but flat to slightly down is easily the new norm.

One theme we've noticed is that many carriers are happy to walk away from accounts that either no longer fit their model or — if they wrote the deal last year opportunistically — don't seem to warrant a reduction. Many of the major carriers we trade with are doing the tango between being disciplined and still maintaining their ability to be market leaders. It's not an easy dance, but those that do it best seem to be rewarding their long-term partners, looking for the right new business to attack and walking away from accounts that would struggle to make a long-term return on deployed capital.

I think carriers also have a lot of perspective about how much rate came back into the market the preceding five years, and data certainly demonstrates that carriers can afford to give back a few points and still have an adequately priced account on their books.

THE OUTLOOK FOR THE REST OF 2024

As we look toward the end of 2024, the ocean waters in the Gulf have never been warmer, and all eyes are on how much the North Atlantic hurricane season will impact the road ahead. The prediction is that hurricanes will be active and could even break records.

Carriers struggled to make a meaningful profit for almost half a decade and then had record-breaking profits in 2023. Most industry professionals agree that one year of meaningful profit doesn't make up for several years of significant underwriting losses. As a result, the market, while stable and competitive, is very fragile. Many insurance veterans feel that we're a major storm or CAT event away from reversing the current trend, and the outcome of this year's hurricane season is going to have a significant impact on how 2024 ends and 2025 begins.

If I had the gift of foresight, I would tell you exactly how things will unfold. But since nobody has that talent, here's a snapshot of what we at Risk Placement Services have seen thus far and how we think the road ahead will play out based on asset class, geography, and type of business.

Named windstorm CAT aggregate in Florida and Tier 1 wind

In 2023, this part of the country was one of the most challenging for getting the limit you needed at an affordable price. While still challenging, many carriers have restructured their reinsurance to allow them to deploy more capacity, and market supply has had a leveling effect on pricing.

A lot of risks still cannot buy the limit they desire, but many clients are increasing their named windstorm (NWS) purchasing at a lower cost than they paid last year for lower limits. In general, Florida and Tier 1-exposed businesses are seeing rate reductions in the 7.5% to 17.5% range with regularity, and the savings are being used to increase limits or improve terms and conditions that were taken away from buyers in previous market cycles.

Valuation issues and insurance to value

Valuation is the most interesting to us all. Replacement cost metrics were easily the No. 1 factor that led to bad underwriting results, and proper valuations were the biggest talking point in the property insurance marketplace for the last three years.

I'm a bit surprised that carriers have seemed to take their foot off the gas on pushing for more valuation adjustment, but 2024 has been relatively quiet, with carriers not demanding more change. Part of the reason for a more relaxed approach is that many clients increased their values anywhere from 25% to 40% over the past few renewal cycles, and many feel their values are at a level they can justify.

To be fair to carriers, valuation is still an area of concern, but one that continues to come up less as each renewal goes by. Most markets are happy to see a client make slight changes to properties that need tweaking versus universal valuation increases for every property on their schedule.

As the year continues to unfold, I would stress that clients should continue to take valuations seriously, but the feeling of being behind the eight ball no longer exists.



Wood-frame construction

We saw the wood-frame construction market start to make a turn during the latter half of 2023. 2024 has been more of the same, in that many carriers have stepped up with increased capacity and the desire to provide lead terms. We've seen a few carriers cut back this year and one market leave the space entirely but, by and large, this market segment is healthy, rates continue to be competitive, and clients have more options.

Global economic factors — primarily interest rates — have shelved a lot of projects, and market rate builders have slowed their activity significantly. A continuing uptick in adaptive reuse and renovation projects is challenging the market, because when it comes to wood-frame renovations, the market continues to be very limited, and rates are almost triple that of a new build project.

In general, wood-frame construction rates are down 10% to 15% year over year for most projects (especially those in low-crime areas), and I expect rates to maintain their current levels for the foreseeable future.

CAT aggregate for earthquake

The earthquake (EQ) market segment took a major hit in 2023, with large institutional buyers seeing their limits cut back severely and their rates going up sharply. The middle-market segment remained in increase mode for most of 2023. But the EQ market is always more competitive than the Tier 1 wind CAT market, and the EQ market has seen its competitive side come back quicker than other parts of the country.

Because the increases were not as drastic in the EQ market in the years leading up to 2023, the margin on the carrier side remained a bit higher, and rate reductions are trailing other geographies.

So far, rates on the EQ side of the house are down 2.5% to 10%, and I would expect that trend to continue.

Multifamily

The multifamily housing asset class is always a challenge that sees the most severe swings in rate change year over year. It's also an easy one for new entrants to the market to use to generate a significant amount of premium volume in a short time if they choose to be bullish on their loss expectations.

Leading up to 2024, this market had been hit the hardest as carriers aggressively raised rates, increased deductibles, and trimmed line size. Many programs saw rates double over the course of five years, and that increase was almost always coupled with increased deductible levels. Some smaller property owners ran for management company programs and shared limits programs during this time, but even those vehicles had very limited ability to grow their customer base as a result of the restrictions carriers put on them. Add all of those factors together with the valuation issues that plagued this space, and what you had leading up to 2024 was some of the most challenging market conditions property owners had to deal with and hopefully will never have to deal with again.

All of the corrections carriers imposed on owners have created a very healthy environment that's spurred competition in this space in 2024. Rates are flat to down 20% depending on losses, geography, deductibles, CAT limits, etc. In a nutshell, clients whose losses are under control and who are with carriers that have had sustained and profitable partnerships should expect broadening of terms and conditions and reduced rates.

Many carriers are getting increased margin clauses, blanket limits, and more favorable deductibles for freeze and convective events, and are seeing rates drop. Clients hit with adverse losses are still seeing adjustments to their programs, but even those adjustments are averaging 3% to 7.5% up versus what would have looked like 20% to 30% the year prior.

SUMMING IT ALL UP

As we look ahead, it would be foolish to assume that every account is seeing a rate reduction or enhanced coverage. I would go so far as to say that 2024 has a bit of an 80/20 rule, in that 80% of the business we've worked on thus far have seen results that are better than 2023 and are trending in the right direction for buyers. Those results are still poised to put carriers in a healthy position to make a long-term underwriting profit on most of their customers in 2024. The margin in these accounts should allow carriers to weather the storms even if the wind does blow a bit.

The remaining 20% of the deals are seeing challenging results and rate increases tied to poor loss performance and operating in areas where supply doesn't quite yet meet demand. Even if the hurricane season ends up being quiet or less impactful to the marketplace, I still think that carrier discipline will prevent the market from going into freefall mode. It's important to remember that carriers are using artificial intelligence, better data, enhanced models, and a lot of other tech-driven underwriting tools to help them determine what premium to charge for risks they want to keep and when it's best to walk away. The ability for carriers to hold the line and walk away when necessary should keep a full soft market at bay, but only time will tell.

I wish you all the best as the rest of the year unfolds and hope the year continues to be a good one for us all. The long-term health of the property insurance market and the competitive environment we're enjoying this year is the result of carriers being in a position to grow. Another year or two of profits on the carrier side would go a long way toward ensuring things move in a positive direction for carriers and buyers alike for years to come.

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COMMERCIAL
PROPERTY/CASUALTY

MARKET
SURVEY
2024

Q2

2024-414

Commercial Property/Casualty Market Index

Q2/2024

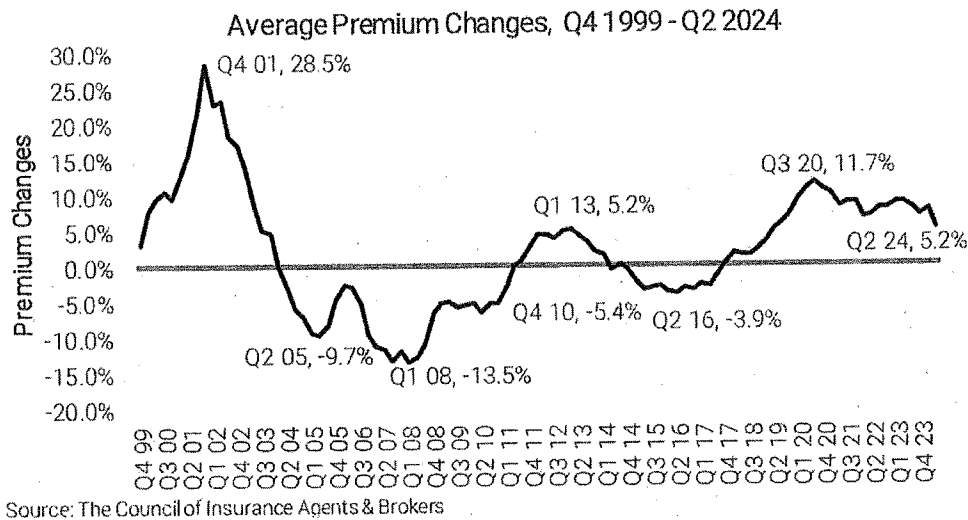
EXECUTIVE SUMMARY

The following are key takeaways from The Council of Insurance Agents & Brokers' Commercial Property/Casualty Market Report for Q2 2024 (April 1 – June 30):

- Premiums increased by an average of 5.2% across all account sizes in Q2 2024, down from the previous quarter's 7.7%. Medium-sized account premium increases slowed the most, falling from 8.5% in Q1 2024 to 5.1% in Q2 2024.
- Signs of softened market conditions were clear. Premiums increased by 5.6% across the lines of business, slightly down from last quarter. More importantly, four separate lines of business recorded premium decreases this quarter: workers compensation, cyber, D&O, and employment practices liability.
- Cyber premiums' 1.7% average decrease was the second-highest among all lines (behind the 2.2% drop for workers compensation), a stark contrast to just two years ago when the line recorded multiple quarters of increases over 20%. Increased capacity for the line may have contributed to this decrease in premiums.
- Conversely, commercial auto premiums rose the most in Q2 2024 at 9.0%, just overtaking commercial property's 8.9% average increase. Nevertheless, these increases were still lower than Q1's 9.8% and 10.1%, respectively.
- Technology, especially AI and automation, was a focus in responses this quarter, but opinions on it diverged. While one respondent from a large Midwestern firm said carriers were using AI to source information in areas such as roof ages, another respondent from a medium Northwestern firm criticized a dependence on "automated" underwriting.

PREMIUMS

Market conditions softened further in Q2 2024. The average premium increase across all account sizes was 5.2%, down from 7.7% last quarter. Small accounts had the lowest average premium increase at 5.0%, but medium account increases slowed the most, from 8.5% in Q1 2024 to 5.1% in Q2. "It seems every carrier wanted to win the small business segment," said one respondent from a large Southeastern firm.



KEY NUMBERS AT A GLANCE

- 5.2%: average premium increase across all account sizes
- 27: number of consecutive quarters of increased premiums across all account sizes
- 5.0%: average increase in premiums for small accounts, lowest among all account sizes

AVERAGE COMMERCIAL PRICING INCREASES

	By Account Size			
	SMALL	MEDIUM	LARGE	AVERAGE
Second Quarter 2024	5.0%	5.1%	5.4%	5.2%
First Quarter 2024	7.3%	8.5%	7.3%	7.7%
Fourth Quarter 2023	6.7%	8.2%	6.1%	7.0%
Third Quarter 2023	7.9%	8.9%	7.5%	8.1%
Second Quarter 2023	7.2%	9.8%	9.7%	8.9%
High	20.8%	31.7%	33.0%	28.5%
High Date	4Q01	4Q01	4Q01	
Low	-10.0%	-15.0%	-15.9%	-13.6%
Low Date	1Q08	3Q07	3Q07	

Source:
The Council of Insurance Agents & Brokers

PREMIUM PRICING BY LINE OF BUSINESS

As in the previous quarter, moderation in premium increases continued. The average premium increase across the lines of business was 5.6%, down slightly from Q1 2024. For the first time since Q3 2019, no line of business recorded an average premium increase of over 10%, and premium increases for all lines were either lower or comparable to the previous quarter.

Q2 2024 was also the first quarter since Q4 2022 when a line of business other than commercial property reported the highest average premium increase: commercial auto, at 9.0%, just overtaking commercial property's average increase of 8.9%.

While workers compensation premiums continued to decrease this quarter—with respondents reporting that carriers leveraged decreases in that line to offset increases in other lines—premiums for three other lines of business also decreased in Q2 2024. Most notable was cyber, with an average decrease of 1.7%, followed by D&O and employment practices liability with average decreases of 1.0% and 0.1%, respectively.

KEY NUMBERS AT A GLANCE

- 5.6%: average premium increase across all major lines of business
- 9.0%: average commercial auto increase, highest among all lines
- -2.2%: average workers compensation decrease
- -1.7%: average cyber decrease

BY-LINE SECOND QUARTER 2024 RATE CHANGES RANGED FROM -2.2% TO +9.0%

	COMM'L AUTO	WORKERS' COMP	COMM'L PROPERTY	GEN'L LIABILITY	UMBRELLA	AVERAGE
Second Quarter 2024	9.0%	-2.2%	8.9%	5.1%	7.2%	5.6%
First Quarter 2024	9.8%	-1.8%	10.1%	4.1%	7.0%	5.8%
Fourth Quarter 2023	7.3%	-1.8%	11.8%	3.8%	7.6%	5.7%
Third Quarter 2023	8.8%	-2.0%	17.1%	4.2%	7.4%	7.1%
Second Quarter 2023	10.4%	-0.7%	18.3%	5.2%	8.1%	8.3%
High	28.6%	24.9%	45.4%	26.0%	51.9%	35.3%
Low	-11.6%	-12.3%	-15.0%	-13.6%	-13.5%	-13.2%

Source:
The Council of Insurance Agents & Brokers

RATE CHANGES IN OTHER LINES

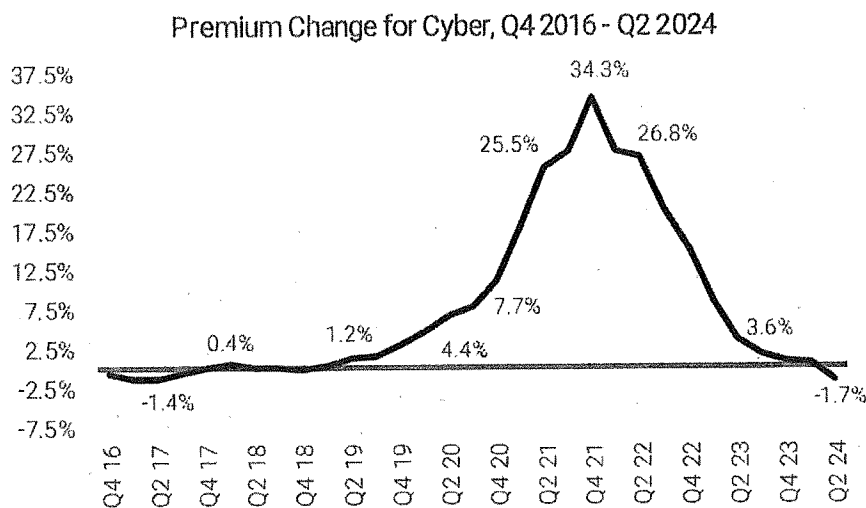
	2Q24	High	Low
Broker E&O	2.1%	15.4%	-4.5%
Business Interruption	5.0%	28.8%	-10.2%
Construction	3.8%	38.7%	-10.7%
Cyber	-1.7%	34.3%	-1.7%
D&O Liability	-1.0%	32.4%	-8.7%
Employment Practices	-0.1%	21.9%	-8.1%
Flood	3.8%	8.6%	-2.7%
Marine	2.9%	4.5%	-10.6%
Medical Malpractice	1.5%	32.5%	-4.1%
Surety Bonds	0.2%	11.2%	-2.3%
Terrorism	0.4%	10.4%	-3.6%

Source:
The Council of Insurance Agents & Brokers

NOTABLE LINE OF BUSINESS: CYBER

Capacity and competition keep cyber premiums down.

The 1.7% average reduction in Q2 2024 was the first time since Q4 2018 that cyber premiums decreased.



When discussing general market conditions, respondents reported a general sense that an injection of fresh capital and competition pushed carriers to compromise on premium increases. "There are a number of carriers seeking business, adding to competition and price stabilization," said one respondent from a large Northeastern firm. Another respondent from a large Midwestern firm commented that carriers were "ask[ing] what decrease it would take to keep an account out of the market." All of this may have contributed to cyber premium decreases.

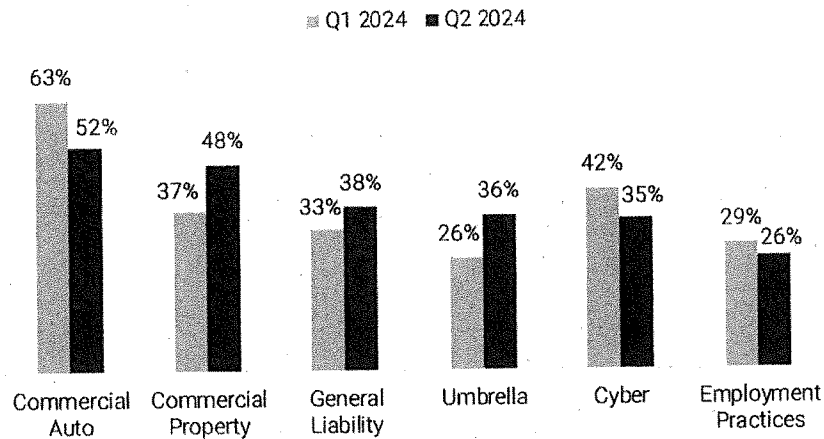
In line with the characterization of more capital and more competition in the market, 46% of respondents reported increased capacity for cyber insurance for Q2 2024—more capacity for a line often, but not always, correlates with decreased premiums.

Interestingly, this ran counter to expectations at the end of 2023. Aon reports identified a 214% increase in ransomware activity in Q4 2023 from Q4 2022, along with a 65% increase in reported cyber claims in the United States compared to 2022. As a result, experts predicted that cyber premium decreases would slow, since increased claim activity typically results in higher premiums.

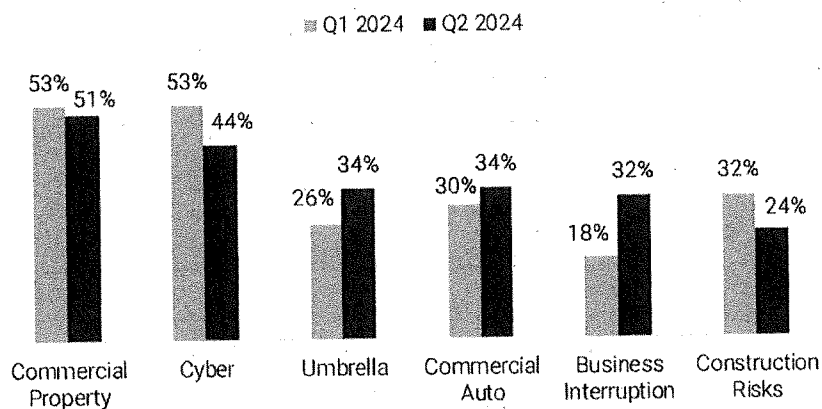
CLAIMS & DEMAND

More respondents seeing commercial property claims; demand for cyber and commercial property stable.

Respondents Reporting an Increase in Claims



Respondents Reporting an Increase in Coverage Demand



CLIENT CONCERNS AND BROKER CHALLENGES

Current and future premiums were top of mind for clients, while technology was a double-edged sword for the industry.

As with previous quarters, most respondents said their clients' three top concerns in Q2 2024 were high current premiums, future premium increases, and limitations on coverage. The next top concern was cyber risk, with 30% of respondents reporting it as a top concern for their clients. Given the recent ransomware activity and other major

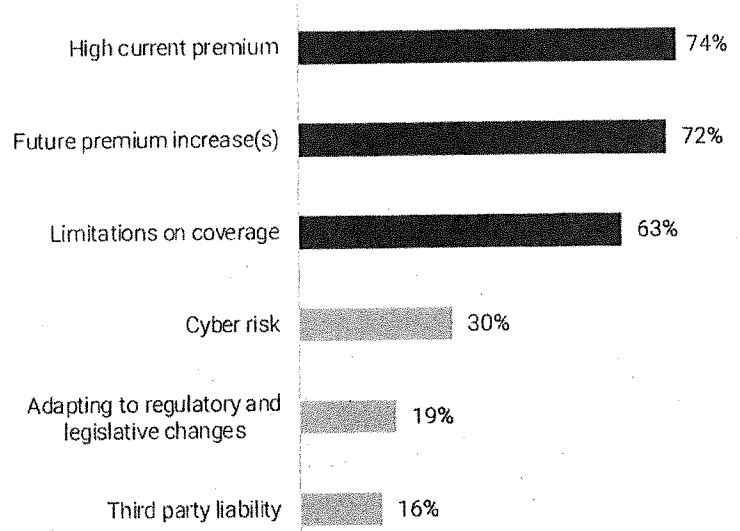
cyber events, such as the CrowdStrike IT outage, it's important that brokers work with their clients as trusted advisors to implement common-sense cybersecurity controls like multifactor authentication.

Technology was a common theme in responses this quarter. "It's all about technology impact on revenue," declared one respondent from a large Northwestern firm. Multiple respondents mentioned that carriers were using technology in new ways to assist with commercial property assessments: carriers were "really looking at roof ages and using Google and AI sources for information," said one respondent from a large Midwestern firm.

On the broker side, adopting new technology and becoming more data-driven were top challenges alongside enhancing the customer experience (disregarding the two perennial top challenges of driving organic growth and recruiting and developing talent). One broker from a medium Southwestern firm wrote that "getting reports right...in our new [agency management] system was a bigger challenge than anticipated."

Some brokers, however, felt that the use of automation and AI was producing subpar results for the industry. "Renewals and new business were computer underwritten with minimal human involvement in most cases," wrote one respondent from a small Southeastern firm. "All account size underwriting appears to be suffering from less experienced individuals and more dependence on 'automated' underwriting." Another respondent mentioned that for small business coverage in general, they saw automatic premium increases each quarter, or even automatic non-renewal if there were questionable exposures for the account—aligning with the previous respondent's impression that there was a "lack of getting to know the client or the unique nature of [their] risk" due to reliance on automated underwriting.

Top Client Concerns in Q2 2024



The Council of Insurance Agents & Brokers is the premier association for the top regional, national and international commercial insurance and employee benefits intermediaries worldwide. Council members are market leaders who annually place 85 percent of U.S. commercial property/casualty insurance premiums and administer billions of dollars in employee benefits accounts. With expansive international reach, The Council fosters industry wide relationships around the globe by engaging lawmakers, regulators and stakeholders to promote the interests of its members and the valuable role they play in the mitigation of risk for their clients. Founded in 1913, The Council is based in Washington, D.C.

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2024-414

**BELOW ARE THE SURVEY RESULTS FOR:
ALL REGIONS**

1. During the second quarter of 2024 (April 1 – June 30), on average, did premiums go up or down for each of the following account sizes, compared to the first quarter of 2024 (January 1 – March 31)? (If your company has more than one branch, refer to the premium change(s) at your individual branch.)

	1 Down more than 30%	2 Down 20% - 30%	3 Down 10% - 19%	4 Down 1% - 9%	5 No change	6 Up 1% - 9%	7 Up 10% - 19%	8 Up 20% - 29%	9 Up 30% - 50%	10 Up more than 50%	N/A Not sure
Small Account (Less than \$25k in commission and fees)	0.00%	0.00%	0.00%	0.00%	19.51%	56.10%	14.63%	0.00%	0.00%	0.00%	9.76%
Medium Account (Between \$25k to \$100k in commission and fees)	0.00%	0.00%	0.00%	4.88%	4.88%	70.73%	12.20%	0.00%	0.00%	0.00%	7.32%
Large Account (More than \$100k in commission and fees)	0.00%	0.00%	2.44%	4.88%	7.32%	63.41%	14.63%	2.44%	0.00%	0.00%	4.88%

2. During the second quarter of 2024 (April 1 – June 30), on average, did premiums go up or down for each of the following lines of business, compared to the first quarter of 2024 (January 1 – March 31)? (If your company has more than one branch, refer to the premium change(s) at your individual branch)

	1 Down more than 30%	2 Down 20% - 30%	3 Down 10% - 19%	4 Down 1% - 9%	5 No Change	6 Up 1% - 9%	7 Up 10% - 19%	8 Up 20% - 29%	9 Up 30% - 50%	10 Up more than 50%	N/A Not Sure
Broker E&O	0.00%	0.00%	0.00%	4.88%	34.15%	26.83%	2.44%	2.44%	0.00%	0.00%	29.27%
Business interruption	0.00%	0.00%	0.00%	4.88%	21.95%	56.10%	12.20%	2.44%	0.00%	0.00%	2.44%
Commercial auto	0.00%	0.00%	0.00%	0.00%	4.88%	53.66%	34.15%	4.88%	0.00%	0.00%	2.44%
Commercial property	0.00%	0.00%	0.00%	2.44%	7.32%	46.34%	36.59%	4.88%	0.00%	0.00%	2.44%
Construction risks	0.00%	0.00%	0.00%	2.44%	29.27%	41.46%	12.20%	0.00%	0.00%	0.00%	14.63%
Cyber	0.00%	2.44%	4.88%	34.15%	31.71%	19.51%	2.44%	0.00%	0.00%	0.00%	4.88%
D&O	0.00%	0.00%	0.00%	41.46%	29.27%	21.95%	0.00%	0.00%	0.00%	0.00%	7.32%
Employment practices	0.00%	0.00%	0.00%	21.95%	53.66%	19.51%	0.00%	0.00%	0.00%	0.00%	4.88%
Flood	0.00%	0.00%	0.00%	0.00%	51.22%	29.27%	7.32%	4.88%	0.00%	0.00%	7.32%
General liability	0.00%	0.00%	0.00%	4.88%	14.63%	63.41%	14.63%	0.00%	0.00%	0.00%	2.44%
Marine	0.00%	0.00%	0.00%	2.44%	56.10%	24.39%	2.44%	0.00%	0.00%	0.00%	14.63%
Medical malpractice	0.00%	0.00%	0.00%	0.00%	43.90%	29.27%	0.00%	0.00%	0.00%	0.00%	26.83%
Surety bonds	0.00%	0.00%	0.00%	2.44%	75.61%	7.32%	0.00%	0.00%	0.00%	0.00%	14.63%
Terrorism	0.00%	0.00%	0.00%	2.44%	68.29%	9.76%	0.00%	0.00%	0.00%	0.00%	19.51%
Umbrella	0.00%	0.00%	0.00%	0.00%	7.32%	63.41%	26.83%	0.00%	0.00%	0.00%	2.44%
Workers' compensation	0.00%	0.00%	2.44%	48.78%	34.15%	12.20%	0.00%	0.00%	0.00%	0.00%	2.44%

**BELOW ARE THE SURVEY RESULTS FOR:
NORTHEAST (CT, DE, DC, MA, ME, MD, NH, NJ, NY, PA, RI)**

1. During the second quarter of 2024 (April 1 – June 30), on average, did premiums go up or down for each of the following account sizes, compared to the first quarter of 2024 (January 1 – March 31)? (If your company has more than one branch, refer to the premium change(s) at your individual branch.)

	1 Down more than 30%	2 Down 20% - 30%	3 Down 10% - 19%	4 Down 1% - 9%	5 No change	6 Up 1% - 9%	7 Up 10% - 19%	8 Up 20% - 29%	9 Up 30% - 50%	10 Up more than 50%	N/A Not sure
Small Account (Less than \$25k in commission and fees)	0.00%	0.00%	0.00%	0.00%	9.09%	63.64%	9.09%	0.00%	0.00%	0.00%	18.18%
Medium Account (Between \$25k to \$100k in commission and fees)	0.00%	0.00%	0.00%	0.00%	0.00%	81.82%	0.00%	0.00%	0.00%	0.00%	18.18%
Large Account (More than \$100k in commission and fees)	0.00%	0.00%	0.00%	0.00%	9.09%	81.82%	9.09%	0.00%	0.00%	0.00%	0.00%

2. During the second quarter of 2024 (April 1 – June 30), on average, did premiums go up or down for each of the following lines of business, compared to the first quarter of 2024 (January 1 – March 31)? (If your company has more than one branch, refer to the premium change(s) at your individual branch)

	1 Down more than 30%	2 Down 20% - 30%	3 Down 10% - 19%	4 Down 1% - 9%	5 No Change	6 Up 1% - 9%	7 Up 10% - 19%	8 Up 20% - 29%	9 Up 30% - 50%	10 Up more than 50%	N/A Not Sure
Broker E&O	0.00%	0.00%	0.00%	9.09%	45.45%	27.27%	0.00%	0.00%	0.00%	0.00%	18.18%
Business interruption	0.00%	0.00%	0.00%	0.00%	27.27%	63.64%	9.09%	0.00%	0.00%	0.00%	0.00%
Commercial auto	0.00%	0.00%	0.00%	0.00%	9.09%	54.55%	27.27%	9.09%	0.00%	0.00%	0.00%
Commercial property	0.00%	0.00%	0.00%	0.00%	9.09%	45.45%	45.45%	0.00%	0.00%	0.00%	0.00%
Construction risks	0.00%	0.00%	0.00%	0.00%	36.36%	36.36%	18.18%	0.00%	0.00%	0.00%	9.09%
Cyber	0.00%	0.00%	0.00%	18.18%	45.45%	36.36%	0.00%	0.00%	0.00%	0.00%	0.00%
D&O	0.00%	0.00%	0.00%	36.36%	36.36%	27.27%	0.00%	0.00%	0.00%	0.00%	0.00%
Employment practices	0.00%	0.00%	0.00%	27.27%	45.45%	27.27%	0.00%	0.00%	0.00%	0.00%	0.00%
Flood	0.00%	0.00%	0.00%	0.00%	54.55%	36.36%	0.00%	9.09%	0.00%	0.00%	0.00%
General liability	0.00%	0.00%	0.00%	0.00%	18.18%	45.45%	36.36%	0.00%	0.00%	0.00%	0.00%
Marine	0.00%	0.00%	0.00%	0.00%	36.36%	45.45%	9.09%	0.00%	0.00%	0.00%	9.09%
Medical malpractice	0.00%	0.00%	0.00%	0.00%	63.64%	27.27%	0.00%	0.00%	0.00%	0.00%	9.09%
Surety bonds	0.00%	0.00%	0.00%	0.00%	81.82%	9.09%	0.00%	0.00%	0.00%	0.00%	9.09%
Terrorism	0.00%	0.00%	0.00%	0.00%	81.82%	9.09%	0.00%	0.00%	0.00%	0.00%	9.09%
Umbrella	0.00%	0.00%	0.00%	0.00%	9.09%	45.45%	45.45%	0.00%	0.00%	0.00%	0.00%
Workers' compensation	0.00%	0.00%	0.00%	45.45%	36.36%	18.18%	0.00%	0.00%	0.00%	0.00%	0.00%

BELOW ARE THE SURVEY RESULTS FOR:

SOUTHEAST (AL, FL, GA, KY, LA, MS, NC, SC, TN, VA, WV)

1. During the second quarter of 2024 (April 1 – June 30), on average, did premiums go up or down for each of the following account sizes, compared to the first quarter of 2024 (January 1 – March 31)? (If your company has more than one branch, refer to the premium change(s) at your individual branch.)

	1 Down more than 30%	2 Down 20% - 30%	3 Down 10% - 19%	4 Down 1% - 9%	5 No change	6 Up 1% - 9%	7 Up 10% - 19%	8 Up 20% - 29%	9 Up 30% - 50%	10 Up more than 50%	N/A Not sure
Small Account (Less than \$25k in commission and fees)	0.00%	0.00%	0.00%	0.00%	33.33%	55.56%	11.11%	0.00%	0.00%	0.00%	0.00%
Medium Account (Between \$25k to \$100k in commission and fees)	0.00%	0.00%	0.00%	11.11%	11.11%	55.56%	22.22%	0.00%	0.00%	0.00%	0.00%
Large Account (More than \$100k in commission and fees)	0.00%	0.00%	0.00%	11.11%	11.11%	66.67%	0.00%	11.11%	0.00%	0.00%	0.00%

2. During the second quarter of 2024 (April 1 – June 30), on average, did premiums go up or down for each of the following lines of business, compared to the first quarter of 2024 (January 1 – March 31)? (If your company has more than one branch, refer to the premium change(s) at your individual branch)

	1 Down more than 30%	2 Down 20% - 30%	3 Down 10% - 19%	4 Down 1% - 9%	5 No Change	6 Up 1% - 9%	7 Up 10% - 19%	8 Up 20% - 29%	9 Up 30% - 50%	10 Up more than 50%	N/A Not Sure
Broker E&O	0.00%	0.00%	0.00%	0.00%	22.22%	33.33%	11.11%	11.11%	0.00%	0.00%	22.22%
Business interruption	0.00%	0.00%	0.00%	11.11%	11.11%	55.56%	22.22%	0.00%	0.00%	0.00%	0.00%
Commercial auto	0.00%	0.00%	0.00%	0.00%	11.11%	44.44%	33.33%	11.11%	0.00%	0.00%	0.00%
Commercial property	0.00%	0.00%	0.00%	0.00%	11.11%	66.67%	11.11%	11.11%	0.00%	0.00%	0.00%
Construction risks	0.00%	0.00%	0.00%	0.00%	55.56%	33.33%	11.11%	0.00%	0.00%	0.00%	0.00%
Cyber	0.00%	0.00%	11.11%	33.33%	33.33%	22.22%	0.00%	0.00%	0.00%	0.00%	0.00%
D&O	0.00%	0.00%	0.00%	44.44%	33.33%	22.22%	0.00%	0.00%	0.00%	0.00%	0.00%
Employment practices	0.00%	0.00%	0.00%	11.11%	77.78%	11.11%	0.00%	0.00%	0.00%	0.00%	0.00%
Flood	0.00%	0.00%	0.00%	0.00%	44.44%	44.44%	0.00%	11.11%	0.00%	0.00%	0.00%
General liability	0.00%	0.00%	0.00%	11.11%	22.22%	55.56%	11.11%	0.00%	0.00%	0.00%	0.00%
Marine	0.00%	0.00%	0.00%	11.11%	77.78%	0.00%	0.00%	0.00%	0.00%	0.00%	11.11%
Medical malpractice	0.00%	0.00%	0.00%	0.00%	44.44%	44.44%	0.00%	0.00%	0.00%	0.00%	11.11%
Surety bonds	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Terrorism	0.00%	0.00%	0.00%	0.00%	77.78%	11.11%	0.00%	0.00%	0.00%	0.00%	11.11%
Umbrella	0.00%	0.00%	0.00%	0.00%	11.11%	55.56%	33.33%	0.00%	0.00%	0.00%	0.00%
Workers' compensation	0.00%	0.00%	11.11%	33.33%	44.44%	11.11%	0.00%	0.00%	0.00%	0.00%	0.00%

BELOW ARE THE SURVEY RESULTS FOR:

MIDWEST (AR, IL, IN, IA, KS, MI, MO, MN, NE, ND, SD, OH, WI)

1. During the second quarter of 2024 (April 1 – June 30), on average, did premiums go up or down for each of the following account sizes, compared to the first quarter of 2024 (January 1 – March 31)? (If your company has more than one branch, refer to the premium change(s) at your individual branch.)

	1 Down more than 30%	2 Down 20% - 30%	3 Down 10% - 19%	4 Down 1% - 9%	5 No change	6 Up 1% - 9%	7 Up 10% - 19%	8 Up 20% - 29%	9 Up 30% - 50%	10 Up more than 50%	N/A Not sure
Small Account (Less than \$25k in commission and fees)	0.00%	0.00%	0.00%	0.00%	21.43%	50.00%	21.43%	0.00%	0.00%	0.00%	7.14%
Medium Account (Between \$25k to \$100k in commission and fees)	0.00%	0.00%	0.00%	7.14%	7.14%	71.43%	14.29%	0.00%	0.00%	0.00%	0.00%
Large Account (More than \$100k in commission and fees)	0.00%	0.00%	7.14%	7.14%	7.14%	50.00%	21.43%	0.00%	0.00%	0.00%	7.15%

2. During the second quarter of 2024 (April 1 – June 30), on average, did premiums go up or down for each of the following lines of business, compared to the first quarter of 2024 (January 1 – March 31)? (If your company has more than one branch, refer to the premium change(s) at your individual branch)

	1 Down more than 30%	2 Down 20% - 30%	3 Down 10% - 19%	4 Down 1% - 9%	5 No Change	6 Up 1% - 9%	7 Up 10% - 19%	8 Up 20% - 29%	9 Up 30% - 50%	10 Up more than 50%	N/A Not Sure
Broker E&O	0.00%	0.00%	0.00%	7.14%	42.86%	21.43%	0.00%	0.00%	0.00%	0.00%	28.57%
Business interruption	0.00%	0.00%	0.00%	7.14%	7.14%	64.29%	14.29%	0.00%	0.00%	0.00%	7.14%
Commercial auto	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	42.86%	0.00%	0.00%	0.00%	7.14%
Commercial property	0.00%	0.00%	0.00%	7.14%	7.14%	28.57%	50.00%	0.00%	0.00%	0.00%	7.15%
Construction risks	0.00%	0.00%	0.00%	7.14%	7.14%	57.14%	7.14%	0.00%	0.00%	0.00%	21.44%
Cyber	0.00%	7.14%	0.00%	28.57%	35.71%	14.29%	0.00%	0.00%	0.00%	0.00%	14.29%
D&O	0.00%	0.00%	0.00%	42.86%	21.43%	21.43%	0.00%	0.00%	0.00%	0.00%	14.28%
Employment practices	0.00%	0.00%	0.00%	28.57%	35.71%	21.43%	0.00%	0.00%	0.00%	0.00%	14.29%
Flood	0.00%	0.00%	0.00%	0.00%	42.86%	28.57%	14.29%	0.00%	0.00%	0.00%	14.28%
General liability	0.00%	0.00%	0.00%	7.14%	0.00%	85.71%	0.00%	0.00%	0.00%	0.00%	7.15%
Marine	0.00%	0.00%	0.00%	0.00%	50.00%	35.71%	0.00%	0.00%	0.00%	0.00%	14.29%
Medical malpractice	0.00%	0.00%	0.00%	0.00%	35.71%	28.57%	0.00%	0.00%	0.00%	0.00%	35.72%
Surety bonds	0.00%	0.00%	0.00%	7.14%	57.14%	14.29%	0.00%	0.00%	0.00%	0.00%	21.43%
Terrorism	0.00%	0.00%	0.00%	7.14%	64.29%	14.29%	0.00%	0.00%	0.00%	0.00%	14.28%
Umbrella	0.00%	0.00%	0.00%	0.00%	7.14%	71.43%	14.29%	0.00%	0.00%	0.00%	7.14%
Workers' compensation	0.00%	0.00%	0.00%	64.29%	21.43%	7.14%	0.00%	0.00%	0.00%	0.00%	7.14%

**BELOW ARE THE SURVEY RESULTS FOR:
SOUTHWEST (SO. CA, AZ, NM, OK, TX)**

1. During the second quarter of 2024 (April 1 – June 30), on average, did premiums go up or down for each of the following account sizes, compared to the first quarter of 2024 (January 1 – March 31)? (If your company has more than one branch, refer to the premium change(s) at your individual branch.)

	1 Down more than 30%	2 Down 20% - 30%	3 Down 10% - 19%	4 Down 1% - 9%	5 No change	6 Up 1% - 9%	7 Up 10% - 19%	8 Up 20% - 29%	9 Up 30% - 50%	10 Up more than 50%	N/A Not sure
Small Account (Less than \$25k in commission and fees)	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%	33.33%	0.00%	0.00%	0.00%	0.00%
Medium Account (Between \$25k to \$100k in commission and fees)	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%	33.33%	0.00%	0.00%	0.00%	0.00%
Large Account (More than \$100k in commission and fees)	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%	33.33%	0.00%	0.00%	0.00%	0.00%

2. During the second quarter of 2024 (April 1 – June 30), on average, did premiums go up or down for each of the following lines of business, compared to the first quarter of 2024 (January 1 – March 31)? (If your company has more than one branch, refer to the premium change(s) at your individual branch)

	1 Down more than 30%	2 Down 20% - 30%	3 Down 10% - 19%	4 Down 1% - 9%	5 No Change	6 Up 1% - 9%	7 Up 10% - 19%	8 Up 20% - 29%	9 Up 30% - 50%	10 Up more than 50%	N/A Not Sure
Broker E&O	0.00%	0.00%	0.00%	0.00%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%
Business Interruption	0.00%	0.00%	0.00%	0.00%	66.67%	0.00%	0.00%	33.33%	0.00%	0.00%	0.00%
Commercial auto	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%	33.33%	0.00%	0.00%	0.00%	0.00%
Commercial property	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%	0.00%	33.33%	0.00%	0.00%	0.00%
Construction risks	0.00%	0.00%	0.00%	0.00%	33.33%	33.33%	0.00%	0.00%	0.00%	0.00%	33.34%
Cyber	0.00%	0.00%	33.33%	33.33%	0.00%	0.00%	33.33%	0.00%	0.00%	0.00%	0.00%
D&O	0.00%	0.00%	0.00%	33.33%	33.33%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%
Employment practices	0.00%	0.00%	0.00%	0.00%	66.67%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%
Flood	0.00%	0.00%	0.00%	0.00%	33.33%	0.00%	33.33%	0.00%	0.00%	0.00%	33.34%
General liability	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%	33.33%	0.00%	0.00%	0.00%	0.00%
Marine	0.00%	0.00%	0.00%	0.00%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%
Medical malpractice	0.00%	0.00%	0.00%	0.00%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%
Surety bonds	0.00%	0.00%	0.00%	0.00%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%
Terrorism	0.00%	0.00%	0.00%	0.00%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%
Umbrella	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%	33.33%	0.00%	0.00%	0.00%	0.00%
Workers' compensation	0.00%	0.00%	0.00%	0.00%	66.67%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%

BELOW ARE THE SURVEY RESULTS FOR:

PACIFIC NORTHWEST (NO. CA, AK, CO, HI, ID, MT, NV, OR, UT, WA, WY)

1. During the second quarter of 2024 (April 1 – June 30), on average, did premiums go up or down for each of the following account sizes, compared to the first quarter of 2024 (January 1 – March 31)? (If your company has more than one branch, refer to the premium change(s) at your individual branch.)

	1 Down more than 30%	2 Down 20% - 30%	3 Down 10% - 19%	4 Down 1% - 9%	5 No change	6 Up 1% - 9%	7 Up 10% - 19%	8 Up 20% - 29%	9 Up 30% - 50%	10 Up more than 50%	N/A Not sure
Small Account (Less than \$25k in commission and fees)	0.00%	0.00%	0.00%	0.00%	33.33%	66.67%	0.00%	0.00%	0.00%	0.00%	0.00%
Medium Account (Between \$25k to \$100k in commission and fees)	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Large Account (More than \$100k in commission and fees)	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%	33.33%	0.00%	0.00%	0.00%	0.00%

2. During the second quarter of 2024 (April 1 – June 30), on average, did premiums go up or down for each of the following lines of business, compared to the first quarter of 2024 (January 1 – March 31)? (If your company has more than one branch, refer to the premium change(s) at your individual branch)

	1 Down more than 30%	2 Down 20% - 30%	3 Down 10% - 19%	4 Down 1% - 9%	5 No Change	6 Up 1% - 9%	7 Up 10% - 19%	8 Up 20% - 29%	9 Up 30% - 50%	10 Up more than 50%	N/A Not Sure
Broker E&O	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	50.00%
Business interruption	0.00%	0.00%	0.00%	0.00%	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Commercial auto	0.00%	0.00%	0.00%	0.00%	0.00%	75.00%	25.00%	0.00%	0.00%	0.00%	0.00%
Commercial property	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%
Construction risks	0.00%	0.00%	0.00%	0.00%	25.00%	25.00%	25.00%	0.00%	0.00%	0.00%	25.00%
Cyber	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
D&O	0.00%	0.00%	0.00%	50.00%	25.00%	0.00%	0.00%	0.00%	0.00%	0.00%	25.00%
Employment practices	0.00%	0.00%	0.00%	25.00%	75.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Flood	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
General liability	0.00%	0.00%	0.00%	0.00%	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Marine	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Medical malpractice	0.00%	0.00%	0.00%	0.00%	25.00%	25.00%	0.00%	0.00%	0.00%	0.00%	50.00%
Surety bonds	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Terrorism	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%
Umbrella	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Workers' compensation	0.00%	0.00%	0.00%	75.00%	25.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

AVERAGE COMMERCIAL PRICING INCREASES

	By Account Size			
	SMALL	MEDIUM	LARGE	AVERAGE
Second Quarter 2024	5.0%	5.1%	5.4%	5.2%
First Quarter 2024	7.3%	8.5%	7.3%	7.7%
Fourth Quarter 2023	6.7%	8.2%	6.1%	7.0%
Third Quarter 2023	7.9%	8.9%	7.5%	8.1%
Second Quarter 2023	7.2%	9.8%	9.7%	8.9%
High	20.8%	31.7%	33.0%	28.5%
<i>High Date</i>	4Q01	4Q01	4Q01	
Low	-10.0%	-15.0%	-15.9%	-13.6%
<i>Low Date</i>	1Q08	3Q07	3Q07	

Source:

The Council of Insurance Agents & Brokers

BY-LINE SECOND QUARTER 2024 RATE CHANGES RANGED FROM -2.2% TO +9.0%

	COMM'L AUTO	WORKERS' COMP	COMM'L PROPERTY	GEN'L LIABILITY	UMBRELLA	AVERAGE
Second Quarter 2024	9.0%	-2.2%	8.9%	5.1%	7.2%	5.6%
First Quarter 2024	9.8%	-1.8%	10.1%	4.1%	7.0%	5.8%
Fourth Quarter 2023	7.3%	-1.8%	11.8%	3.8%	7.6%	5.7%
Third Quarter 2023	8.8%	-2.0%	17.1%	4.2%	7.4%	7.1%
Second Quarter 2023	10.4%	-0.7%	18.3%	5.2%	8.1%	8.3%
High	28.6%	24.9%	45.4%	26.0%	51.9%	35.3%
Low	-11.6%	-12.3%	-15.0%	-13.6%	-13.5%	-13.2%

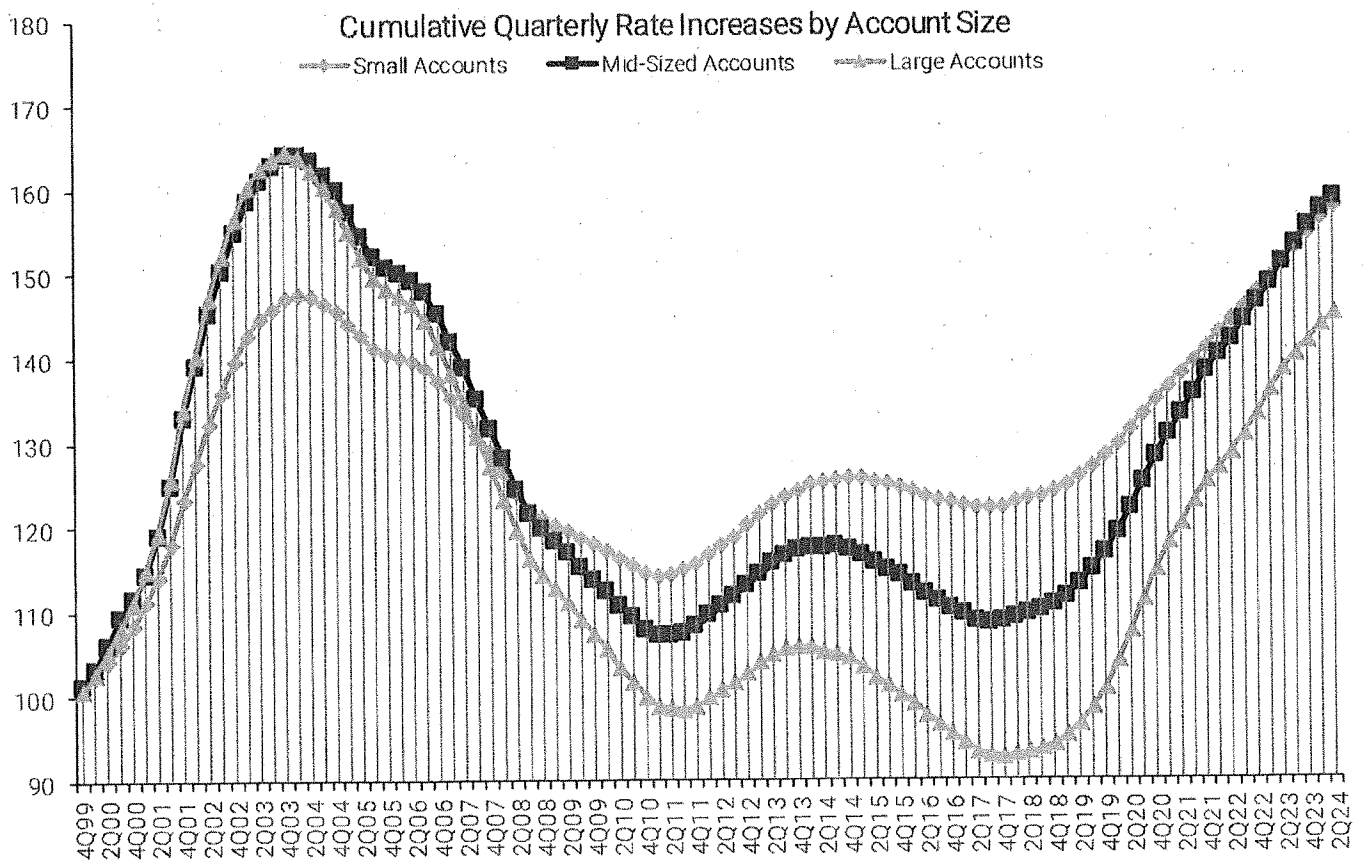
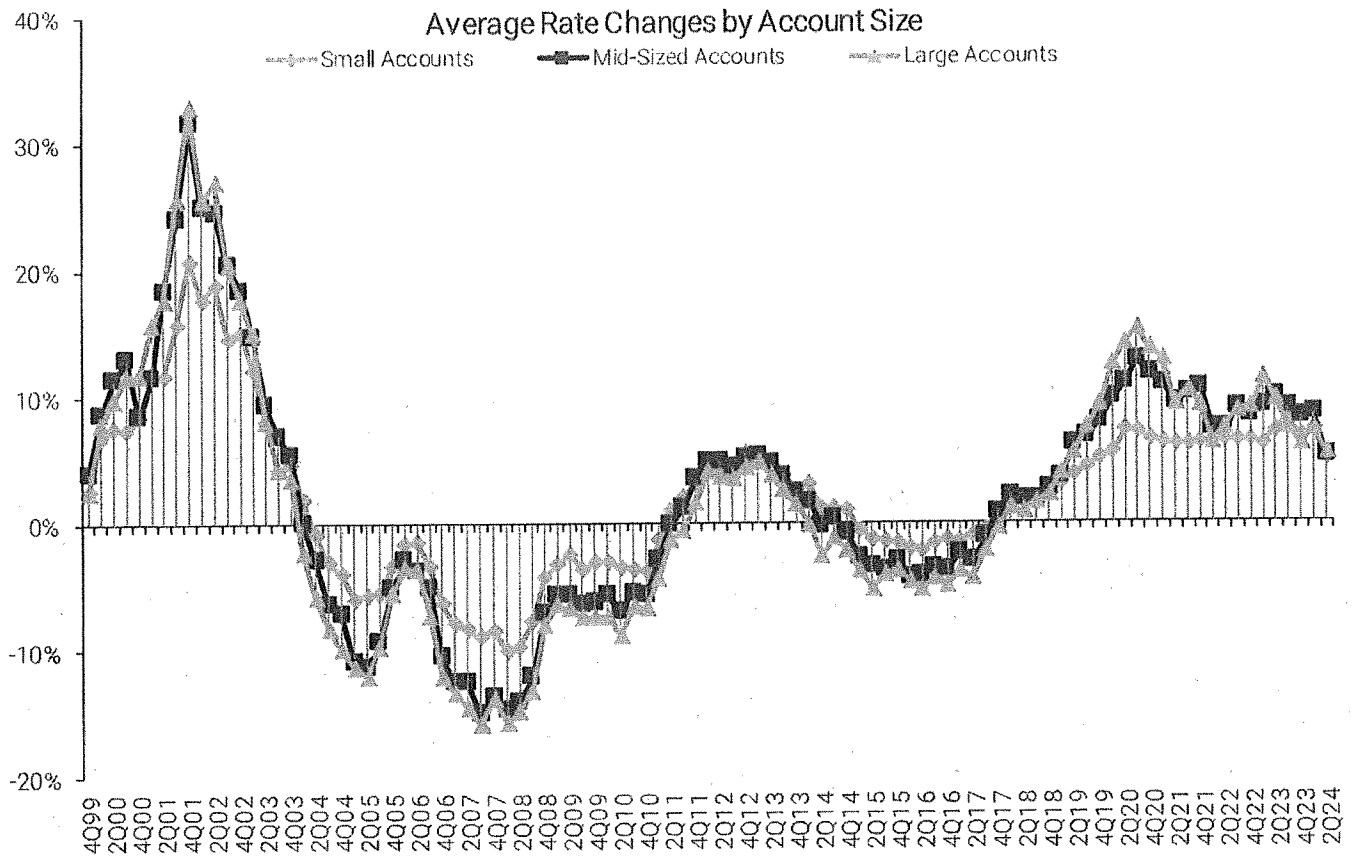
Source:
The Council of Insurance Agents & Brokers

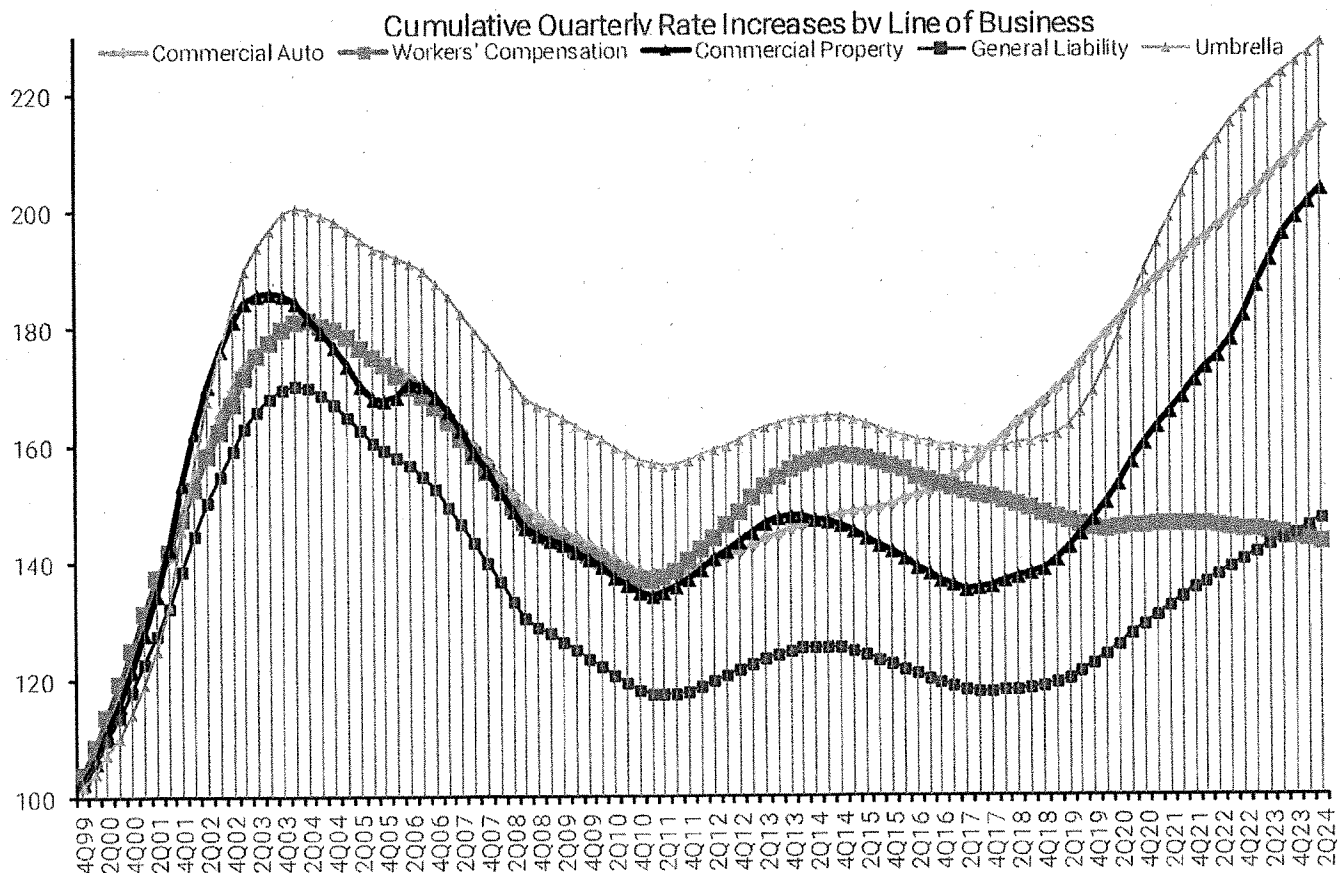
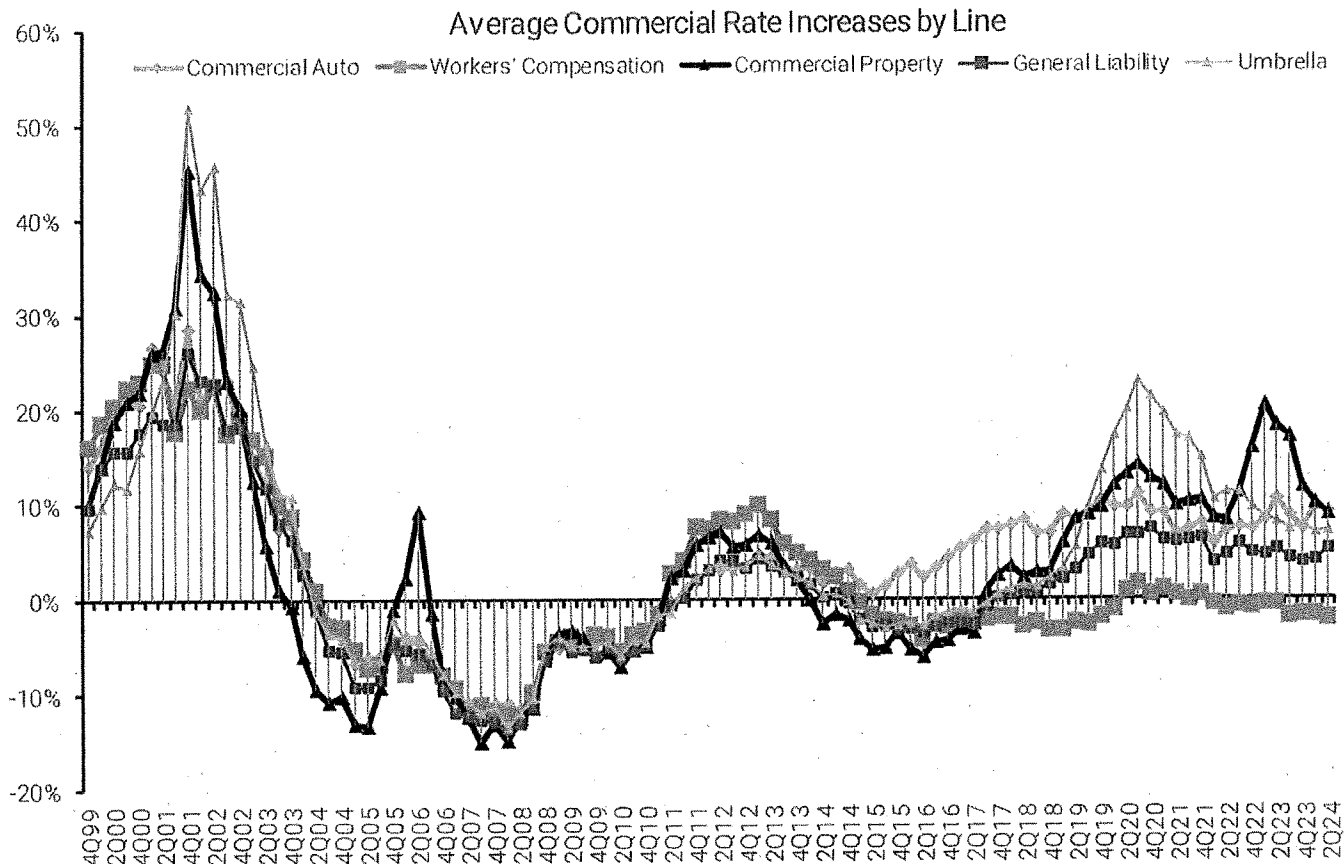
RATE CHANGES IN OTHER LINES

	2Q24	High	Low
Broker E&O	2.1%	15.4%	-4.5%
Business Interruption	5.0%	28.8%	-10.2%
Construction	3.8%	38.7%	-10.7%
Cyber	-1.7%	34.3%	-1.7%
D&O Liability	-1.0%	32.4%	-8.7%
Employment Practices	-0.1%	21.9%	-8.1%
Flood	3.8%	8.6%	-2.7%
Marine	2.9%	4.5%	-10.6%
Medical Malpractice	1.5%	32.5%	-4.1%
Surety Bonds	0.2%	11.2%	-2.3%
Terrorism	0.4%	10.4%	-3.6%

Source:

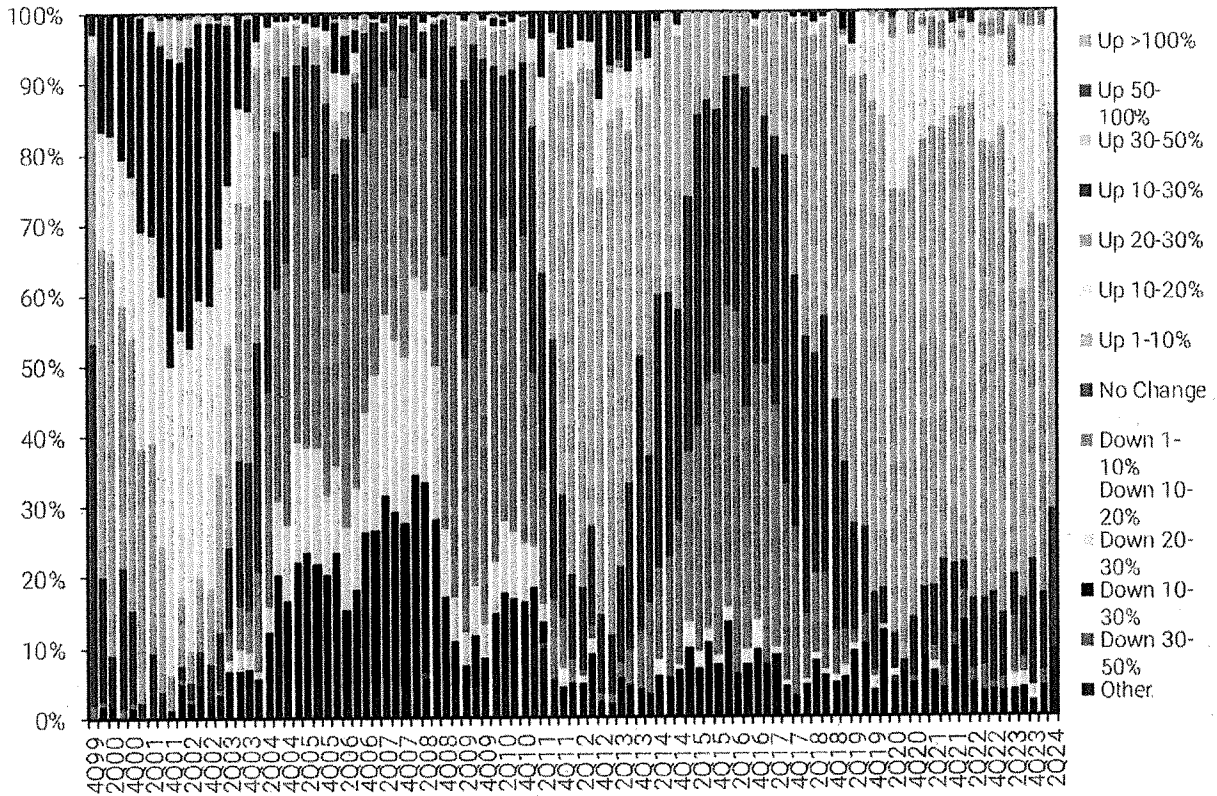
The Council of Insurance Agents & Brokers





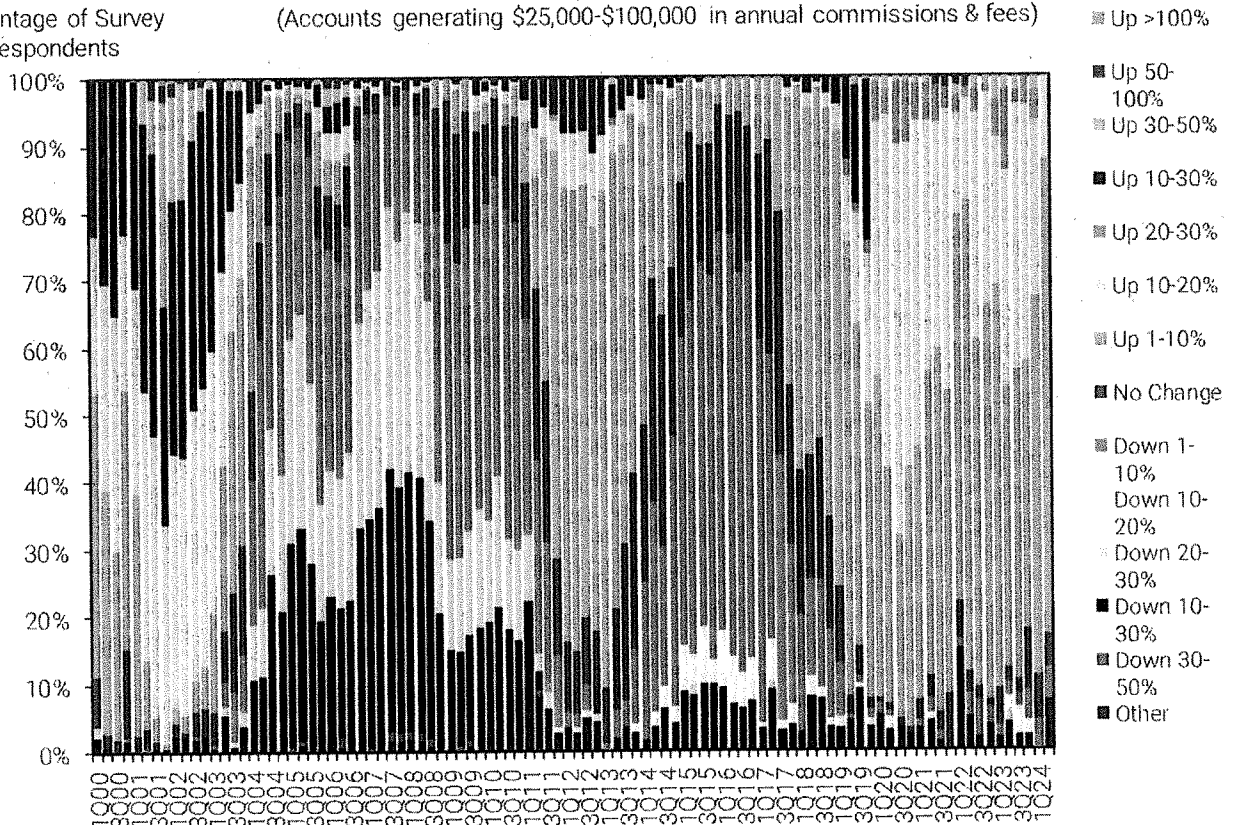
Percentage of Survey
Respondents

Insurance Rate Changes, Small Commercial Accounts (Accounts generating <\$25,000 in annual commissions & fees)



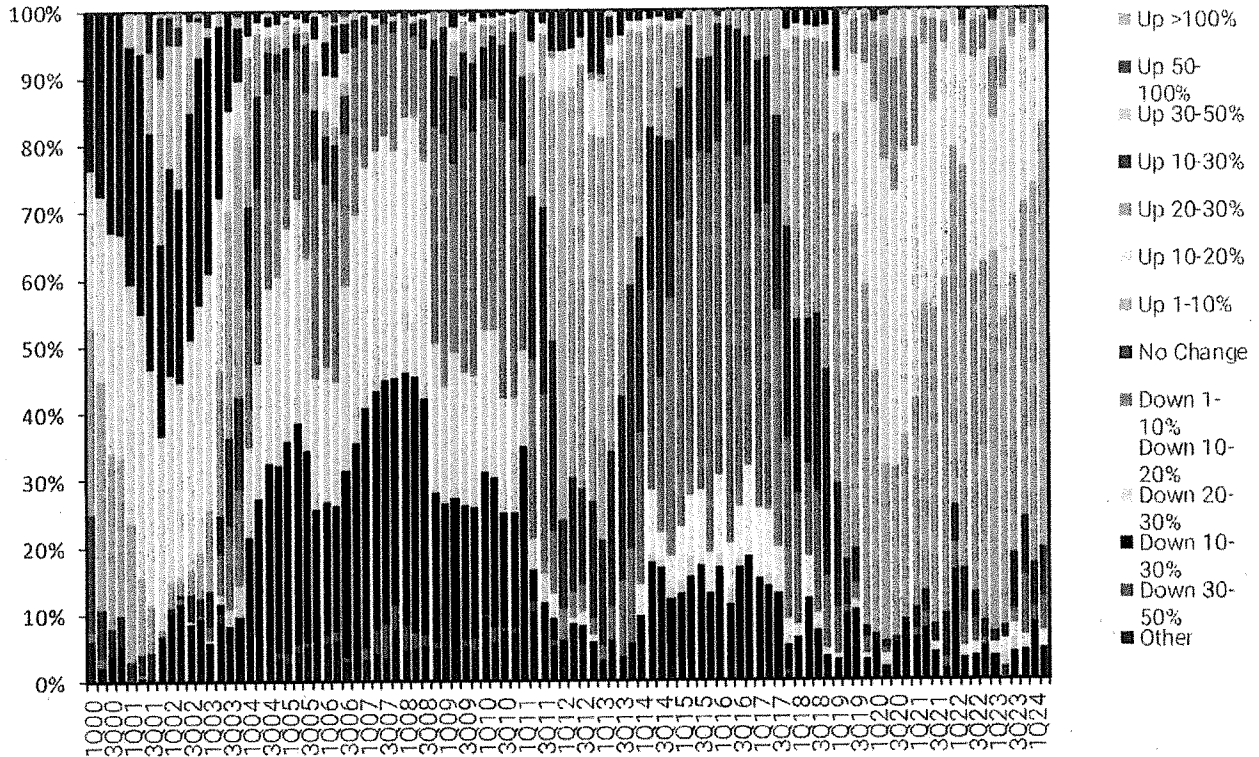
Percentage of Survey
Respondents

Insurance Rate Changes, Medium Commercial Accounts (Accounts generating \$25,000-\$100,000 in annual commissions & fees)



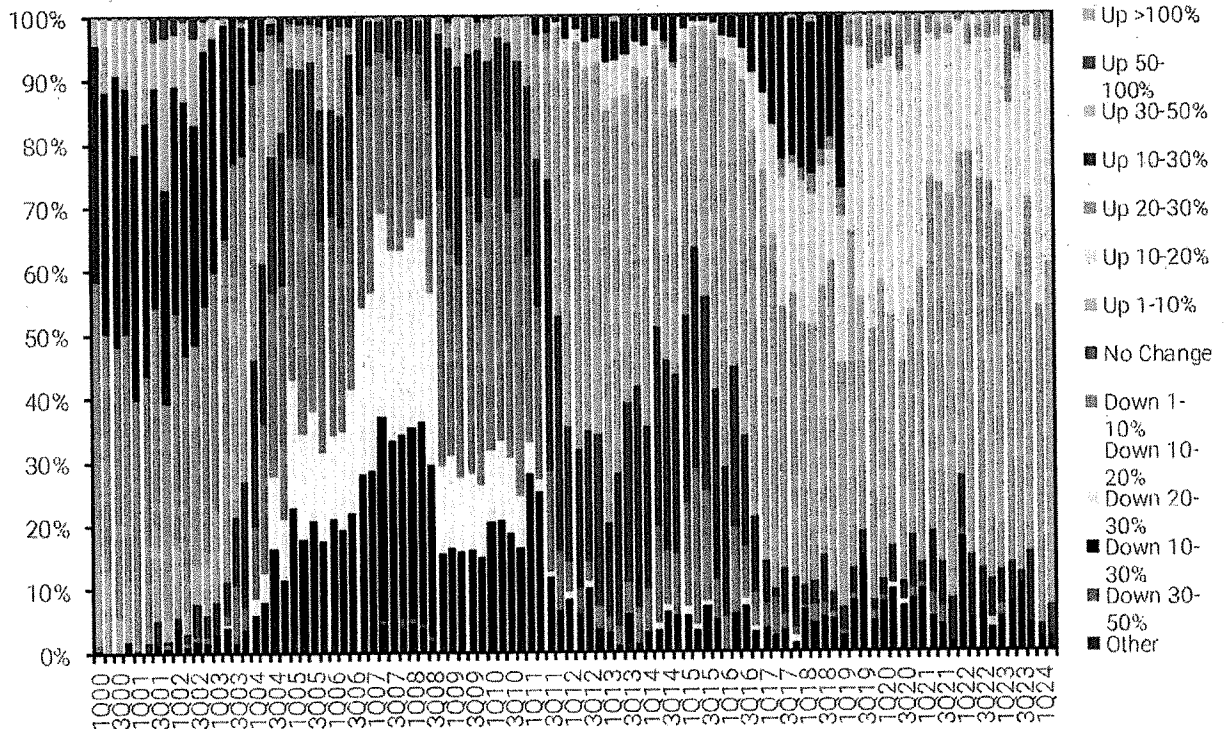
Insurance Rate Changes, Large Commercial Accounts (Accounts generating >\$100,000 in annual commissions & fees)

Percentage of Survey Respondents



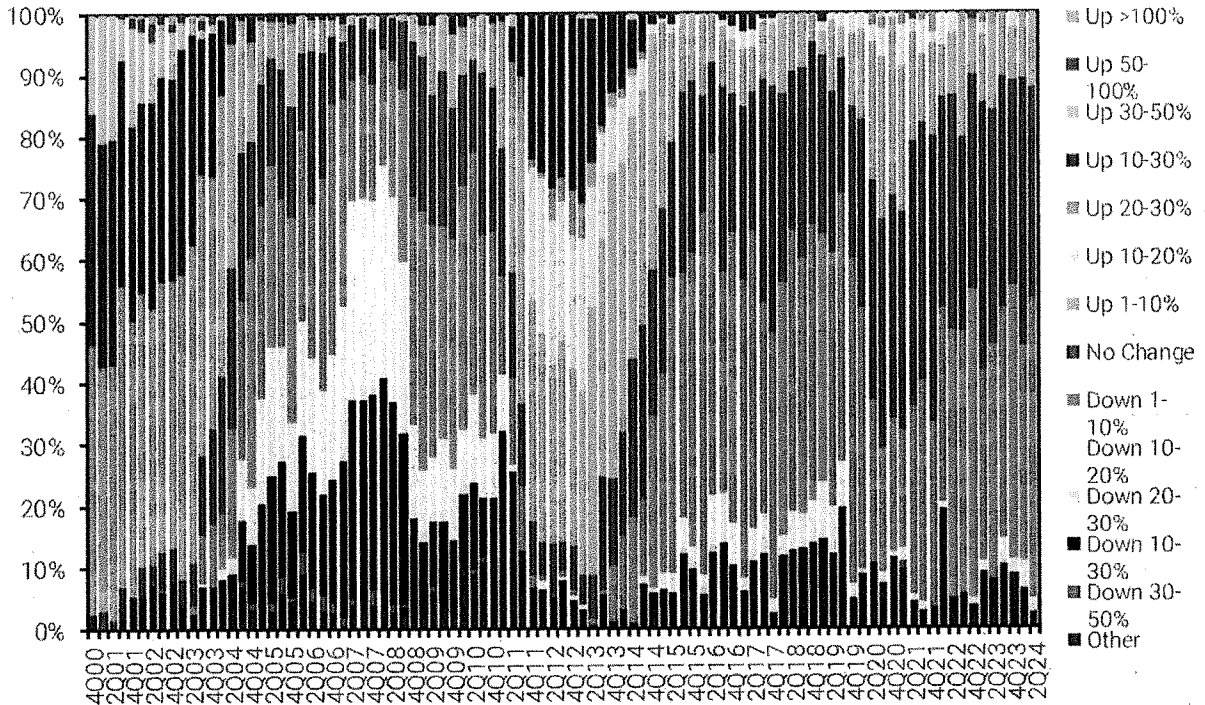
Commercial Auto Insurance Rate Changes

Percentage of Survey Respondents



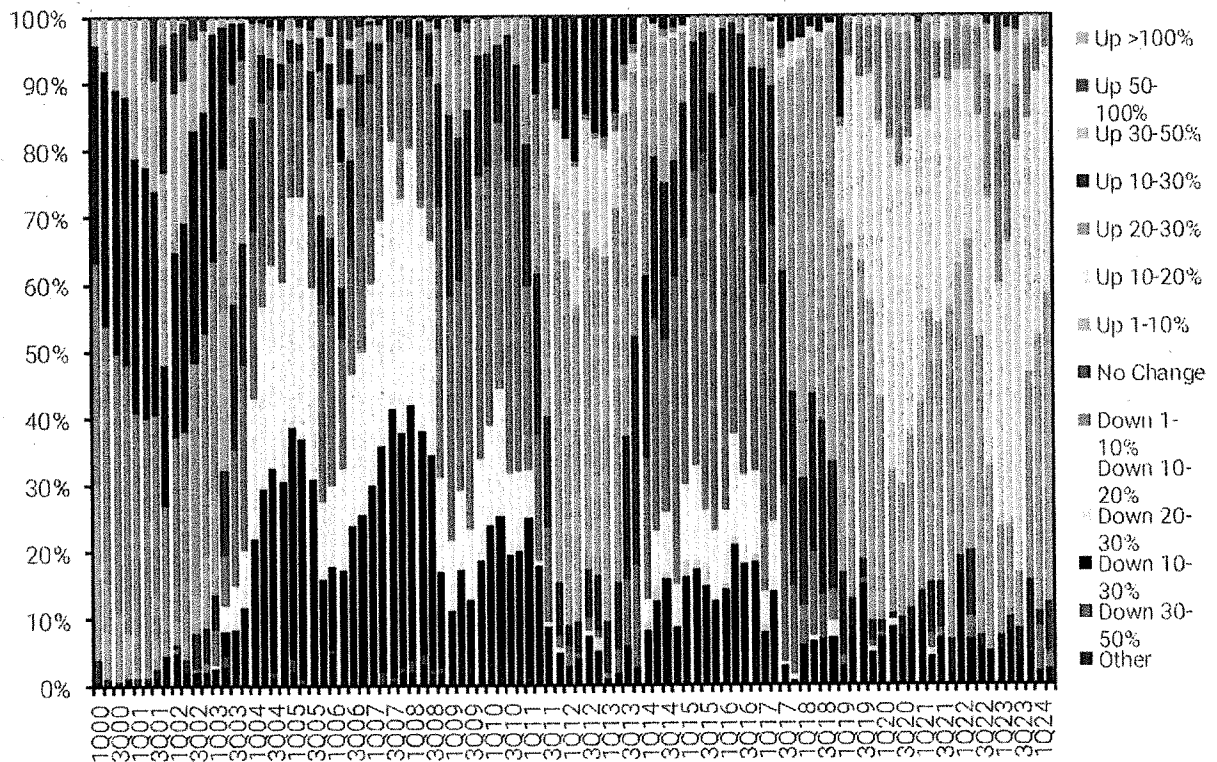
Workers Compensation Insurance Rate Changes

Percentage of Survey Respondents



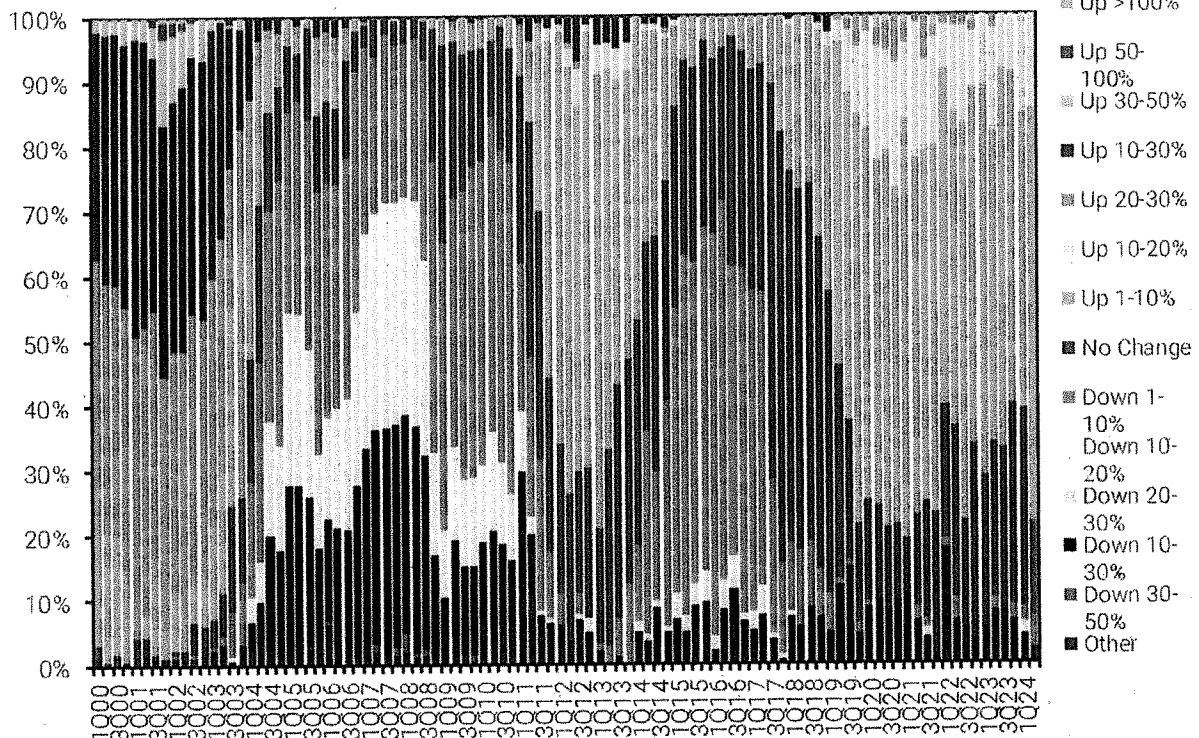
Commercial Property Insurance Rate Changes

Percentage of Survey Respondents



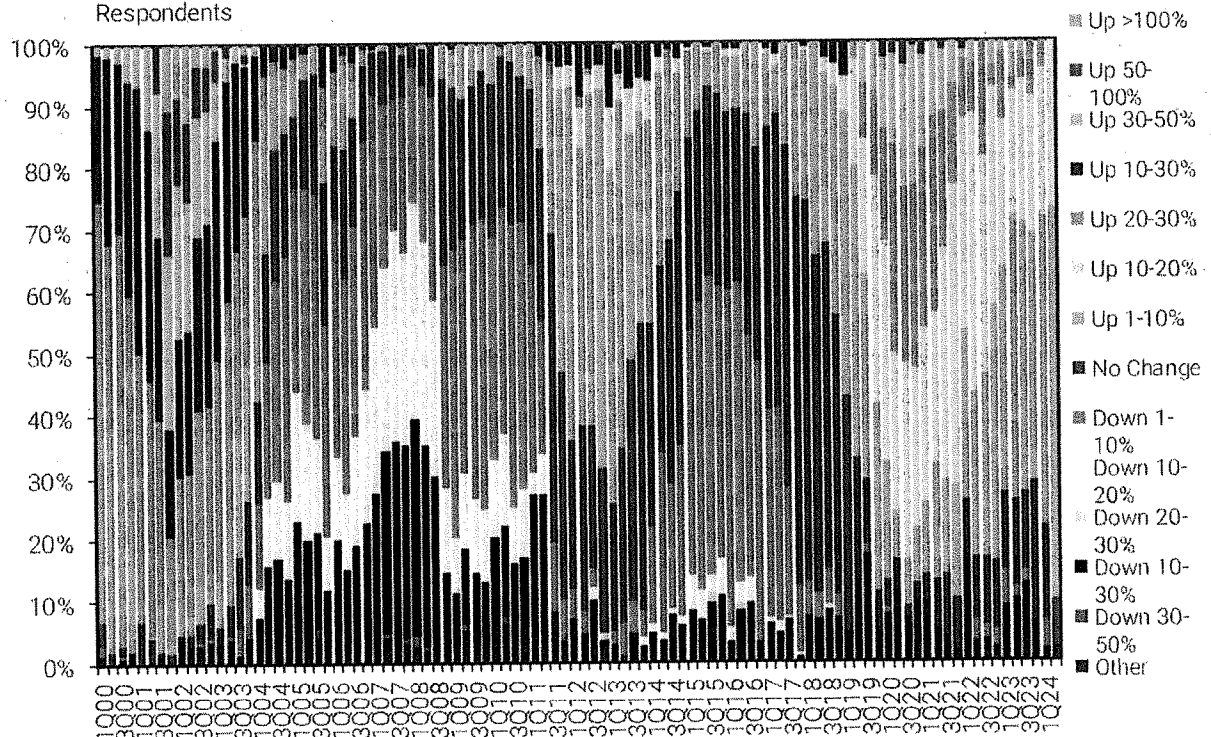
Commercial General Liability Insurance Rate Changes

Percentage of Survey Respondents



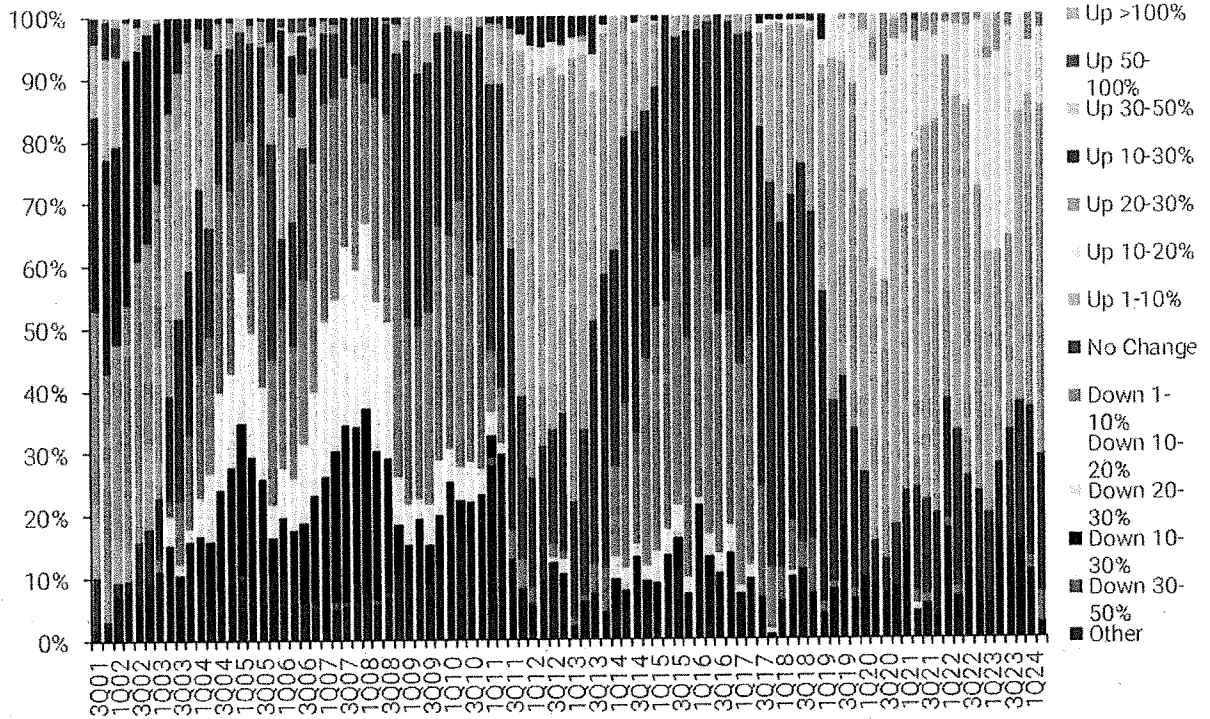
Umbrella Insurance Rate Changes

Percentage of Survey Respondents



Business Interruption Insurance Rate Changes

Percentage of Survey Respondents



Module Descriptions

Gallagher STEP

HUMAN RESOURCES

(All modules are timed and include a quiz unless otherwise noted)

Americans with Disabilities Act (ADA)

Self-paced reading

This training communicates key components of the Americans with Disabilities Act (ADA). Components such as who is protected, when is a disability not a disability, how a non-disabled employee can sue and win, the pitfalls of the hiring process, reasonable accommodations vs. undue hardships, how well-meaning conduct can be interpreted as discriminatory, the personal and economic impacts of disability discrimination, the duties of managers and supervisors, how to spot and prevent potential disability harassment and discrimination, how to defend your institution with effective reporting systems, the importance of investigations, and more.

Mandated Reporting for Child Abuse

English & Spanish
32 minutes

This training will assist those who work with youth in understanding their role as mandated reporters. This module takes a "Three R's" approach to help prevent or identify abuse and neglect. The "Three R's" include recognizing child abuse, neglect, and boundary violations; responding to child abuse and neglect; and reporting child abuse, neglect, and boundary violations.

Mandated Reporting for Child Abuse – California (CANRA, AB 1432, AB 506)

English & Spanish
34 minutes

This training will assist those in California who work with youth in understanding their role as mandated reporters. This module takes a "Three R's" approach to help prevent or identify abuse and neglect. The "Three R's" include recognizing child abuse, neglect, and boundary violations; responding to child abuse and neglect; and reporting child abuse, neglect, and boundary violations.

Bystander Intervention

60 minutes

This training will assist employees by teaching them when and how to intervene in harassment, sexual harassment, and discrimination in the workplace. Empowering bystanders to speak up can help fight workplace misconduct. This module will also review and reinforce the federal definitions and classifications of discrimination and harassment in the workplace.

Diversity - Employees

Self-paced reading
35 minutes

This module addresses various topics related to diversity in the workplace. Topic areas addressed include defining diversity, diversity's impact on the individual, and developing an intercultural mindset. This module uses language that is specific to employees.

Diversity – Managers and Supervisors

Self-paced reading
35 minutes

This module is concerned with diversity as a workplace issue but, more importantly, diversity is a human issue. Managers and supervisors will explore diversity from a broad perspective that includes, but is not limited to, the workplace and socio-economic status. This module will cover the following diversity topics; awareness, inclusion, and appreciation; how diversity supports your organization; myths about diversity, the difference between discrimination and inclusive bias, and developing a diversity mindset.

Drug-free Workplace Supervisors

Self-paced reading

This module discusses ways in which managers and supervisors can create drug-free workplaces. Topics addressed in this training include supervisor responsibilities, behaviors that are permitted and banned, what to do if an employee admits they have a problem, drug testing, recognizing when reasonable suspicion testing is appropriate, and what to do if an employee tests positive for drugs.

Ethics in Action - Employees

Self-paced reading

Ethics is not about being perfect. It's about making choices that are considerate of others and appropriate for all the stakeholders—employees, customers, suppliers, management, and the community. The path to ethics begins with examining the idea of ethics. This module should generate some thoughts and ideas about ethics. There is a powerful connection between thinking ethically and acting ethically.

Ethics in Action - Supervisors

Self-paced reading

Ethics is not about being perfect. It's about making choices that are considerate of others and appropriate for all the stakeholders—employees, customers, suppliers, management, and the community. The path to ethics begins with examining the idea of ethics. This module should generate some thoughts and ideas about ethics. There is a powerful connection between thinking ethically and acting ethically.

Ethics - California (AB1234)

120 minutes

Employees should strive to act ethically in all business dealings. Responsive to AB1234, this module discusses the nature and meaning of ethics, ethics in organizations, and ethical decision-making. The benefits of promoting ethics in the workplace are highlighted as well as the advantages of ethical behavior to an organization. The module also addresses how to respond to a situation that may be unethical.

Fair & Accurate Credit Transaction Act (FACTA)

30 minutes

This module discusses regulations issued by the Federal Trade Commission and Federal banking agencies, intended to reduce the risk of identity theft. These regulations are known as the Red Flags Rule. Mandatory compliance, by Nov. 1, 2008, applies to organizations that come within the definition of "creditor" or "financial institution," under the Fair and Accurate Credit Transactions Act (FACT Act or FACTA).

This module explains the circumstances under which an organization is covered by those definitions and the duties thereby imposed on various types of employees of such organizations, including the development of a program that not only meets Red Flags Rule requirements, but includes training of employees in detecting, mitigating, and preventing identity theft. FACTA is a federal law—there may also be state laws not covered by this module that apply to your institution with additional requirements regarding detecting and reporting identity theft.

Family Medical Leave Act (FMLA)

37 minutes

Family Medical Leave Act (FMLA) may be the most misunderstood aspect of leave-related laws for many employers. This misunderstanding makes employers and their institutions ripe to forever increasing liability. This module clarifies these regulations, explains what "family" leave is, and discusses what's considered a "serious health condition." Topics include: covered employees and employers, qualifying health conditions, service and military caregiver leave, definition of "spouse" and "partners," policies, certifications, notice requirements, limitations and notices, eligibility, and the Five Core Principles™ applied to the FMLA.

HIPAA Privacy and Security - Supervisors

30 minutes

This training details various key aspects of the Health Insurance Portability and Accountability Act (HIPAA). These aspects include who and what HIPAA applies to, the various core rules under HIPAA, avoiding HIPAA violations, and becoming and remaining HIPAA compliant.

Interviewing Strategies

15 minutes

Negligent hiring, discrimination, violence, harassment—these claims pose a serious risk of liability for any employer. The sobering lesson of employee lawsuits is that most problems could have been avoided if proper attention had been paid to the hiring process. This module is designed to assist you in developing a best practices approach to your screening and hiring processes.

Personnel Files 01-03: Do's and Don'ts

30 minutes

The personnel file is a journal of the employers' saved documentation of the history and status of the entire employment relationship with an individual employee. This module with three lessons will cover common questions about personnel files, what to consider when using technology for documentation, and what should and should not be included in an employee's personnel file.

Sensitivity Basics: Creating Positive Working Relationships

25 minutes

Organizations should support their employees in acting sensitively and respectfully in all workplace settings. This module discusses what sensitivity is and what it is not, sensitive values versus sensitive behaviors, respecting others' boundaries, seeing things from another's perspective, avoiding sensitive situations, and how to develop basic sensitivity skills. Specific areas include sexual insensitivity, stereotyping, faith in the workplace, as well as other issues to consider.

Sexual Harassment and Discrimination – Employees

English & Spanish
32 minutes

This training will assist employees in understanding the federal definitions and classifications of discrimination and harassment in the workplace under the Civil Rights Act of 1964, Title VII, including protected classes and employee or prospective employee rights under federal law. Topics include discrimination, harassment, sexual harassment, unwelcome conduct, hostile environment, LGBTQ, genetic information (GINA), pregnancy (PDA), age (ADEA), religion, race/color, national origin, disability (ADA), associational discrimination and human trafficking.

Sexual Harassment and Discrimination – Supervisors

English & Spanish
43 minutes

This training will assist supervisors in understanding their federal legal obligations to prevent and remedy discrimination and harassment in the workplace. Supervisors will learn federal definitions and classifications of discrimination and harassment in the workplace under the Civil Rights Act of 1964, Title VII, including protected classes, rights of employees and prospective employees, and supervisor responsibilities. Topics include discrimination, harassment, sexual harassment, unwelcome conduct, hostile environment, LGBTQ, genetic information (GINA), pregnancy (PDA), age (ADEA), religion, race/color, national origin, disability (ADA), associational discrimination, human trafficking, policies, complaints, investigations, and Five Core Principles of Smart Risk Management®.

Sexual Harassment and Discrimination - California Employees (SB1343)

English & Spanish
61 minutes

This module fulfills Senate Bill 1343's requirement that all California employers who employ five or more employees provide all nonsupervisory employees with sexual harassment training.

This training will assist California employees in learning about multiple topic areas related to sexual harassment. Topics of this module include what discrimination is, what harassment is, protected classes and employee rights and responsibilities.

Sexual Harassment and Discrimination - California Supervisor (AB1825/1661)

English & Spanish
130 minutes

This module fulfills California sexual harassment training for supervisors.

This training is designed to explain what may constitute harassment and how to recognize, report, and respond to allegations of unwelcome sexual behavior. Responsive to the requirements of AB1661 (officials), AB1825 (sexual harassment), AB1443 (unpaid interns), and AB2053 (abusive conduct and workplace bullying).

Sexual Harassment and Discrimination - Connecticut Employees

English & Spanish
120 minutes

This training will assist Connecticut employees in understanding the topics of discrimination and harassment in the workplace. Employees will learn federal and state definitions and classifications of harassment in the workplace under the Civil Rights Act of 1964, Title VII, and the Connecticut Fair Employment Practices Act. Topics are inclusive of the following: harassment, sexual harassment, unwelcome conduct, hostile environment, reporting, Connecticut law, and the components of TRAC.

Supervisors Sexual Harassment and Discrimination - Connecticut Supervisor

English & Spanish
120 minutes

This module ensures supervisors are compliant with the law and, educates them on their obligations as a supervisor. It will include tips and strategies for enforcing and adhering to the organization's sexual harassment policy. This module will also enable the supervisor to become more informed and effective within the workplace.

If you have any questions about the material presented, you will have an opportunity during your training to send an email message to in2vate, LLC., the organization that created this training. You will receive a prompt reply.

Sexual Harassment and Discrimination - Florida Supervisors

43 minutes

This training will assist supervisors in understanding their federal and state legal obligations to prevent and remedy discrimination and harassment in the workplace. Supervisors will learn federal and state definitions and classifications of discrimination and harassment in the workplace under the Civil Rights Act of 1964, Title VII, and Florida Civil Rights Act (FCRA), including protected classes, rights of employees and prospective employees, and supervisor responsibilities. Topics include: discrimination, harassment, sexual harassment, unwelcome conduct, hostile environment, LGBTQ, genetic information (GINA), pregnancy (PDA), age (ADEA), religion, race/color, national origin, disability (ADA), associational discrimination, human trafficking, policies, complaints, investigations, Florida law, and Five Core Principles of Smart Risk Management®.

Sexual Harassment and Discrimination – Illinois Employees (SB75)

English & Spanish
44 minutes

This module fulfills the Illinois Workplace Transparency Act (SB75) training for employees in Illinois

This training will assist employees in Illinois in understanding their federal and state legal obligations to prevent discrimination and harassment in the workplace. Employees will learn federal and state definitions and classifications of discrimination and harassment in the workplace under the Civil Rights Act of 1964, Title VII, and Illinois Human Rights Act (IHRA). Including protected classes and rights of employees. Topics include: Discrimination, harassment, sexual harassment, unwelcome conduct, hostile environment, LGBTQ, genetic information (GINA), pregnancy (PDA), age (ADEA), religion, race/color, national origin, disability (ADA), associational discrimination, human trafficking, reporting, and Illinois law.

Sexual Harassment and Discrimination – Illinois Supervisors (SB75)

English & Spanish
52 minutes

This module fulfills the Illinois Workplace Transparency Act (SB75) training for supervisors in Illinois

This training will assist supervisors in understanding their federal and state legal obligations to prevent and remedy discrimination and harassment in the workplace. Supervisors will learn federal and state definitions and classifications of discrimination and harassment in the workplace under the Civil Rights Act of 1964, Title VII, and Illinois Human Rights Act (IHRA). Including protected classes, rights of employees and prospective employees, and supervisor responsibilities. Topics include: Discrimination, harassment, sexual harassment, unwelcome conduct, hostile environment, LGBTQ, genetic information (GINA), pregnancy (PDA), age (ADEA), religion, race/color, national origin, disability (ADA), associational discrimination, human trafficking, policies, complaints, investigations, Illinois law, and Five Core Principles of Smart Risk Management®.

Sexual Harassment and Discrimination – Chicago Employees

English & Spanish
70 minutes

To be compliant with the City of Chicago, employees must also complete the "Bystander Intervention" module. That is a separate choice from this module.

Harassment, particularly sexual harassment, is a problem that can have devastating consequences. This training highlights the personal and economic impacts of sexual harassment, the duties of managers and supervisors, what sexual harassment is and isn't, how to spot and prevent potential sexual harassment, how to defend your institution with effective reporting systems, the importance of investigations, and more.

Sexual Harassment and Discrimination – Chicago Supervisors

English & Spanish
120 minutes

To be compliant with the City of Chicago, supervisors must also complete the "Bystander Intervention" module. That is a separate choice from this module.

Harassment, particularly sexual harassment, is a problem that can have devastating consequences. This training highlights the personal and economic impacts of sexual harassment, the duties of managers and supervisors, what sexual harassment is and isn't, how to spot and prevent potential sexual harassment, how to defend your institution with effective reporting systems, the importance of investigations, and more.

Sexual Harassment and Discrimination – Louisiana Employees (RS 42:343)

60 minutes

Please note that although the State of Louisiana RS 42:343 only requires State employees to complete sexual harassment training, this module uses language that is relevant to both state and non-state employees.

This training will assist Louisiana employees in understanding the topics of discrimination and harassment in the workplace. Employees will learn Federal and State definitions and classifications of harassment in the workplace under the Civil Rights Act of 1964, Title VII, and relevant information specific to Louisiana. Topics are inclusive of the following: harassment, sexual harassment, unwelcome conduct, hostile environment and reporting.

Sexual Harassment and Discrimination – Louisiana Supervisors (RS 42:343)

61 minutes

Please note that although the State of Louisiana RS 42:343 only requires State employees to complete sexual harassment training, this module uses language that is relevant to both state and non-state employees.

This training will assist supervisors in understanding their Federal and State legal obligations to prevent and remedy harassment in the workplace. Supervisors will learn federal and state definitions and classifications of harassment in the workplace under the Civil Rights Act of 1964, Title VII, and relevant Louisiana protections. This includes protected classes, rights of employees and prospective employees, and supervisor responsibilities. Topics are inclusive of the following: harassment, sexual harassment, unwelcome conduct, hostile environment, policies, complaints, investigations and Louisiana law.

Sexual Harassment and Discrimination – Maine Employees

English & Spanish
77 minutes

This training will assist Maine employees in understanding the topics of discrimination and harassment in the workplace. Employees will learn federal and state definitions and classifications of harassment in the workplace under the Civil Rights Act of 1964, Title VII, and Maine Human Rights Act. Topics are inclusive of the following: harassment, sexual harassment, unwelcome conduct, hostile environment, reporting, Maine law.

Sexual Harassment Prevention and Response Training – Maine Supervisors

English & Spanish
120 minutes

This course will enable you to comply with the law and, more importantly, to become more aware of your related obligations as a supervisor, including the adherence to and enforcement of your organization's sexual harassment policy. The course will greatly assist you in becoming a more informed and effective supervisor.

If you have any questions about the material presented, you will have an opportunity during your training to send an email message to in2vate, LLC, the organization that created this training. You will receive a prompt reply.

Sexual Harassment and Discrimination – New Jersey Supervisors

43 minutes

This training will assist supervisors in understanding their federal and state legal obligations to prevent and remedy discrimination and harassment in the workplace. Supervisors will learn federal and state definitions and classifications of discrimination and harassment in the workplace under the Civil Rights Act of 1964, Title VII, and New Jersey Law Against Discrimination (LAD). Including protected classes, rights of employees and prospective employees, and supervisor responsibilities. Topics include discrimination, harassment, sexual harassment, unwelcome conduct, hostile environment, LGBTQ, genetic information (GINA), pregnancy (PDA), age (ADEA), religion, race/color, national origin, disability (ADA), associational discrimination, human trafficking, policies, complaints, investigations, New Jersey law, and Five Core Principles of Smart Risk Management®.

Sexual Harassment and Discrimination – New York State Employees

English & Spanish
40 minutes

This training will assist employees in understanding the federal and state definitions and classifications of discrimination and harassment in the workplace under the Civil Rights Act of 1964, Title VII and New York Human Rights Act, including protected classes and employee or prospective employee rights under federal law. Topics include discrimination, harassment, sexual harassment, unwelcome conduct, hostile environment, LGBTQ, genetic information (GINA), pregnancy (PDA), age (ADEA), religion, race/color, national origin, disability (ADA), associational discrimination, and human trafficking.

Sexual Harassment and Discrimination – New York State Supervisors

English & Spanish
60 minutes

This training will assist supervisors in understanding their federal and state legal obligations to prevent and remedy harassment in the workplace. Supervisors will learn federal and state definitions and classifications of harassment in the workplace under the Civil Rights Act of 1964, Title VII, and New York Human Rights Act, including protected classes, rights of employees and prospective employees, and supervisor responsibilities. Topics include harassment, sexual harassment, unwelcome conduct, hostile environment, policies, complaints, investigations, New York state law, and Five Core Principles of Smart Risk Management®.

Sexual Harassment and Discrimination – New York City Employees

English & Spanish
50 minutes

This training will assist employees in understanding the federal and state definitions and classifications of discrimination and harassment in the workplace under the Civil Rights Act of 1964, Title VII, and the New York Human Rights Act. This includes protected classes and employee or prospective employee rights under federal law. Topics are inclusive of the following: discrimination, harassment, sexual harassment, unwelcome conduct, hostile environment, LGBTQ rights, genetic information (GINA), pregnancy (PDA), age (ADEA), religion, race/color, national origin, disability (ADA), associational discrimination, and human trafficking.

Sexual Harassment and Discrimination – New York City Supervisors

English & Spanish
65 minutes

This training will assist supervisors in understanding their federal and state legal obligations to prevent and remedy harassment in the workplace. Supervisors will learn federal and state definitions and classifications of harassment in the workplace under the Civil Rights Act of 1964, Title VII, and the New York Human Rights Act. This includes protected classes, rights of employees and prospective employees, and supervisor responsibilities. Topics are inclusive of the following: Harassment, sexual harassment, unwelcome conduct, hostile environment, LGBTQ rights, policies, complaints, investigations, New York state law, and Five Core Principles of Smart Risk Management®.

Smart Hiring Part 1: Pre-Interview

Self-paced reading

This training module is part one of a two-part series dedicated to hiring strategies. This module covers steps leading up to an interview. Those steps include defining the job, creating a recruitment plan, special considerations, and screening applicants.

Smart Hiring Part 2: Interviewing & Post-Interviewing

Self-paced reading

This training module is part two of a two-part series dedicated to hiring strategies. This module covers steps that should be taken during and after the interview. Those steps include interviewing strategies, final selection, post-hiring procedures, and applying the Five Core Principles of Smart Risk Management®.

Smart Risk Management - Five Core Principles

15 minutes

Managers and supervisors often serve as the frontline defense for mitigating risks and losses as a result of workplace wrongdoing. Therefore, each manager and supervisor must be a Smart Risk Manager. That can best be accomplished by understanding the best practices for managing people. The first step to becoming a Smart Risk Manager is to apply the five core principles: No Tolerance, Observation, Communication, Empathy, and Fairness.

The Impact of Lag Time on Workers' Compensation Claims

6 minutes

The impact of delayed claims reporting has many potential ramifications to your organization, employees and customer base. This training module highlights the benefits of reporting claims in a timely manner, examines the financial impact of lag time and offers techniques to improve lag time.

Workplace Investigations Part 1: Understanding and Preparing for an Investigation

20 minutes

This training outlines the steps leading up to a workplace investigation. Content is inclusive of when an investigation is needed, aspects of a workplace investigation, and overcoming common initial hurdles. This training is part one in a two-part series.

Workplace Investigations Part 2: Conducting and Concluding an Investigation

13 minutes

This training outlines the steps involved with conducting and concluding a workplace investigation. Content is inclusive of how to conduct an investigation and how to conclude an investigation. This training is part two in a two-part series.

Workers' Compensation Essentials for Managers

25 minutes

Managers need an understanding of their responsibilities in the dynamics of workers' compensation, as well as their role in preventing and managing claims. Topics in this module include legal overview, what is covered, employees' benefits, and managers' responsibilities.

Wrongful Termination for Managers

Self-paced reading

This training guides managers and supervisors through scenarios on topics related to employee terminations. A wide range of issues is covered, including employment-at-will, implied contracts, and wrongful termination for discriminatory or retaliatory reasons. Each scenario is accompanied by a brief tutorial on the basic employment principles involved and how the situations should best be managed.

RISK CONTROL FOR THE WORKPLACE

(All modules are timed and include a quiz unless otherwise noted)

Accident Investigation Techniques

English & Spanish
13 minutes

Designed to enhance the skills of employees in the techniques of accident investigation. Topics include definition of an accident; the accident chain; the cost of employee accidents; classifying accident causes; unsafe acts and conditions; the employee's role in an accident investigation; and completing the accident investigation report.

Basic Conveyor Safety

10 minutes

Upon successfully completing this course, participants will be able to: recognize the work hazards associated with conveyors, list the proper safety measures to be taken when working with or around conveyors, understand the importance of proper PPE associated with conveyors, and recognize the appropriate uses of conveyors within a work area.

Basic Lockout/Tagout Safety

English & Spanish
12 minutes

The purpose of this course is to familiarize participants with the requirements of the lockout/tagout standards set forth by OSHA, that relate to the release of stored hazardous energy during servicing and maintenance of machines. Topics discussed include basic lockout/tagout safety; preventing hazardous energy release; control of hazardous energy; lockout/tagout procedures; lockout/tagout devices; when to perform lockout/tagout; effectiveness of lockout/tagouts; limitations of tags; requirements for tagout devices; employees involved in lockout/tagouts; authorized employees; responsibilities of other employees.

Bloodborne Pathogens

English & Spanish
12 minutes

Training meets OSHA requirements.

This module describes the types of bloodborne pathogens (BBP), explores the ways that they can be transmitted in the workplace, reviews the requirements for maintaining a formal BBP Exposure Control Plan and provides requirements necessary for adequate personal protective equipment, housekeeping practices and safe work practices. The module also discusses measures for reducing exposures to bloodborne pathogens.

Cart Operator Safety

26 minutes

Emphasizes important safety information for individuals that use an electric cart as a tool to manage their day-to-day responsibilities. Basic overviews are provided on becoming familiar with your cart, operating the cart, operating responsibilities, and violations. With a little care and responsibility cart operators applying these success keys can get through their day without incident.

Catholic Cemeteries Hazard Awareness and Self Inspection Program

26 minutes

This module discusses examples of hazards commonly associated with Catholic cemetery operations and their effects on property, liability, workers' compensation and vehicles. The goal of the program is to train employees on how to identify hazards using self-inspection techniques that are designed to minimize and avoid future incidents and loss. Topics include life safety requirements; building components; slip/trip/fall hazards; signage; cemetery perimeters; landscaping; decorations and markers.

Common Fire and Life Safety Hazards

19 minutes

This program is intended to provide useful information on common fire and life safety hazards in the workplace. By recognizing potential hazards, administrators and managers, as well as individual employees, can initiate corrective measures before a hazard results in an injury, lost time and or property claim.

Conflict Management in the Workplace – Employees

16 minutes

This module details various key components regarding conflict management in the workplace and how employees can address conflicts that arise while at work. Topics addressed include the five conflict styles, interpersonal communication skills, and the conflict resolution process.

Conflict Management in the Workplace – Managers & Supervisors

23 minutes

This module details various key components regarding conflict management in the workplace and how managers and supervisors can address conflicts that arise while at work. Topics addressed include the conflict resolution process, interpersonal communication skills, leading crucial conversations, and the Five Core Principles of Smart Risk Management®.

Continuity of Operations Planning

25 minutes

This program addresses the importance of continuity of operations planning (COOP) and the benefits it will provide before, during and after a crisis or disaster. Topics include principles of COOP; ways to better prepare your organization for an emergency situation through predicting, preparing and planning; links to additional FEMA resources.

Creating a Safe Holiday Celebration

18 minutes

This module provides information on the importance of incorporating safety into holiday decorations and celebrations, both at work and at home. It focuses on five important areas of concern that can compromise safety during the holidays, including electricity, exits, live decorations, open flame and fire protection systems.

Cybersecurity Awareness in the Workplace

17 minutes

This module details various cybersecurity best practices for the workplace. Topics include the types of cyber threats including malware, phishing, denial-of-service attacks, man-in-the-middle attacks, as well as best practices for preventing cyberattacks in the workplace. The content in this module is meant for employees at any level within an organization.

Determining the Root Cause of Accidents

12 minutes

Enhance your employees' skills in the techniques of accident investigation. Topics include the chain of accident causation; accident investigation responsibilities; steps necessary to investigating an accident; determining accident causes; and practice scenarios.



Disaster Planning 101

20 minutes

This course provides information on the essentials of disaster planning and the value of emergency preparedness both at work and at home. Topics covered include significant disasters throughout history and how they have impacted modern civilization; predicting, preparing and planning for disaster; understanding the threats that can impact your organization; conducting a formal threat assessment; safety compliance; response methods; guidelines for food, water, emergency supplies and equipment; creating an emergency plan; conducting drills; and resources for additional information

Electrical Safety

English & Spanish
12 minutes

Participants will be provided information on the basics of electricity; including safe work practices and special environments.

Employee and Family Disaster Preparedness Training

15 minutes

This module provides employees and their families with information on how to be prepared at home and at work in the event of a disaster. Topics include www.Ready.gov, assembling a disaster preparedness kit, developing a family plan, determining whether or not to evacuate or shelter in place and informational resources for family disaster planning.

Employee Safety Orientation - General Industry

English & Spanish
23 minutes

This program is intended for providing both new and existing employees with information on general safety rules and practices for accident prevention. The program also provides information on what to do in case of an accident or injury.

Topics include general safety rules, lifting and material handling, fire prevention and protection, housekeeping, personal protective equipment, GHS/HAZCOM, driver safety, bloodborne pathogens, electrical safety, lockout/tagout, slip/trip/fall exposures, ladders, hand and power tools, emergency procedures, and accident/injury procedures.

Employee Safety Orientation - Temporary Staffing Services

English & Spanish
Includes 5 intermittent quiz questions

Provides new and existing temporary staffing service employees with information on general safety rules and practices for accident prevention. The program also provides information on what to do in case of an accident or injury.

Topics include general safety rules, lifting and material handling, fire prevention and protection, housekeeping, personal protective equipment, GHS/HAZCOM, driver safety, bloodborne pathogens, electrical safety, lockout/tagout, slip/trip/fall exposures, ladders, hand and power tools, emergency procedures and accident/injury procedures.

Evacuation Planning and Procedures

18 minutes

This program addresses the importance of evacuation planning and procedures in helping to prepare building occupants to safely and efficiently evacuate a facility whenever a potential emergency situation develops. Topics include facility evacuations, evacuation planning, evacuation drills and emergency preparedness.

Fire Prevention Practices

English & Spanish
10 minutes

Discusses fire prevention practices and procedures to take in the event of a fire. Topics include creating an emergency action plan; maintaining your workspace in an orderly manner; refraining from the use of candles; proper storage of flammable materials; using electrical equipment responsibly; knowing what to do in the event of a fire; portable fire extinguishers; and fire protection and life safety systems.

Forklift Safety Basics for General Industry

English & Spanish
17 minutes

The module discusses how to minimize the likelihood of a forklift-related accident in the workplace, teaches participants the dangers associated with unsafe forklift use in the workplace; provides an understanding of basic forklift operation requirements; defines the rules that apply to driving forklifts; and reviews the elements of a daily forklift inspection.

General Industry Asbestos Awareness

23 minutes

Training does not qualify employees to work with asbestos-containing materials.

This training program provides participants with basic information about asbestos and its hazards and identifies typical asbestos-containing materials within work areas.

GHS Hazard Communication

English & Spanish
16 minutes

This training module reflects the March 2012 OSHA integration of the Globally Harmonized System (GHS) of classification and labeling of chemicals. The module is designed to help participants define the responsibilities of both employers and employees as it relates to Hazard Communication. The program reviews and discusses typical hazards associated with chemicals and provides an overview of how to understand the chemicals participants may work with by reviewing Safety Data Sheets and container labeling.

Hearing Protection

13 minutes

Noise is defined as an unpleasant or unwanted sound, but it can be more than that. It can be a severe health hazard. This training program discusses the following topics: loss of hearing due to exposure to loud noises and personal protective equipment that can be used to prevent hearing loss. Upon successful completion of this training module, participants will be able to describe the hazards associated with high noise levels; identify related responsibilities of the employer and employee, including the employer's responsibility to create a hearing conservation program when required; describe the purpose of hearing tests, and test procedures for workers in high noise level environments; identify the types of hearing protectors, including their purposes, advantages, disadvantages, and attenuation; and describe the process of selecting, fitting, use, care and cleaning of various hearing protection devices.

Identifying Strain and Exertion Exposures

English & Spanish
20 minutes

Explores the contributing factors of strain and exertion injuries; how to identify potential strain and exertion-related tasks; and how to implement corrective actions to minimize exertion-related injuries. Includes practice scenarios in which participants identify strain and exertion exposures and offer solutions for minimization.

IT Technician Safety Training Program - Office Workstation and General Safety

16 minutes

The module provides information for IT professionals on how to safely complete the tasks associated with job placement, including the identification of hazards and correct set-up and use of an office workstation. The training also discusses risk exposures and safety practices related to tasks that require working with electricity and ladders.

Ladder Safety

English & Spanish
11 minutes

This training module will discuss how to use ladders safely to ensure your safety in the workplace. Topics covered include general hazards associated with using ladders; standards for ladder design; different types of ladders and their ratings; choosing the right ladder for the job; appropriate ladder use; and safety measures that must be taken when using ladders.

Lead-Based Paint Awareness

21 minutes

This training discusses the use of lead in paint, its hazards and restrictions. This module also reviews OSHA regulations regarding exposure; EPA Toxic Substances Control Act, Lead-based Paint Operations and Maintenance Program, lead-based paint identification and exposures, dangers of lead-based paint, hazards presented by lead-based paint, how lead-based paint enters the body, health effects of lead-based paint, permissible exposure levels, OSHA Action Level, access to OSHA Appendices A&B, worker health exam requirements, and safety precautions for working with lead-based paint.

Lockdown Procedures (Active Shooter)

17 minutes

The program also includes the Department of Homeland Security Options for Consideration – Active Shooter Training Video.

It may be difficult to imagine being involved in a situation where your safety and the safety of others around you may be in immediate jeopardy due to an adverse event like an active shooter situation, civil unrest, natural disaster or other emergency; however, it is important to be prepared for such events. This training module discusses situations that may require a lockdown, development and implementation of policies and procedures for lockdown situations, and actions to take once a lockdown is in effect--including securing the building and ensuring personal safety.

Machine Guarding

English & Spanish
20 minutes

Participants are provided information on the hazards associated with operating moving machinery and guides participants through scenarios to determine if common industrial machinery is properly/improperly guarded. Machinery discussed includes grinders, saws, power presses and conveyor systems.

Means of Egress

English & Spanish
19 minutes

Training focuses awareness on the importance of exits within the workplace as a means of escape in the event of a life-threatening event. Topics include defining "means of egress," exit components; exit requirements; factors compromising the means of egress; and safety and compliance.

Office Ergonomics Defined

11 minutes

This program is designed to provide a general overview of ergonomics and how ergonomic principles can be applied to daily office tasks to reduce your chances of experiencing strain and exertion injuries. Topics include definition of ergonomics; ergonomic risks; ergonomic conditions; ergonomic injury statistics; cost of ergonomic injuries; typical ergonomic injuries; benefits of ergonomics; office work risk factors; general ergonomics awareness; employee education and training.

Office Workstation Safety

14 minutes

Participants are provided with the correct information on how to work safely at a computer workstation. Topics include workplace organization; maintaining neutral body positions; avoiding eyestrain; sustaining good physical condition; and exercises to stretch tired muscles.

Office Workstation Safety for Supervisors

19 minutes

This program is intended for use by supervisors to help them identify the hazards that employees face at their workstations. Topics include workplace organization; maintaining neutral body positions; avoiding eyestrain; sustaining good physical condition; and exercises to stretch tired muscles.

Patient Handling - Safe Lifting and Moving Techniques

16 minutes

This module provides information on how to plan for individual patient lifts and/or moves and discusses three factors to avoid when lifting or moving a patient. The training also provides proper lifting/moving techniques for patients at the scene of the injury, transport in an ambulance and at the hospital. The module also provides a sample format for planning and communication, and reiterates how using proper lifting techniques can lower the risk of injury.

Personal Protective Equipment (PPE)

19 minutes

Our module discusses the importance of utilizing personal protective equipment (PPE); explains OSHA's requirements for access to and utilization of PPE; and explores the functions and use of common articles of PPE including: gloves, eye protection, head protection, hearing protection and respiratory protection.

Portable Fire Extinguishers I

20 minutes

Attendees are provided with a basic overview of the main causes of fire and the types of fire extinguishers that are designed to extinguish and control fires.

Portable Fire Extinguishers II

16 minutes

This module describes classes of fire and how to identify them; discusses the extinguishing agents appropriate for different classes of fires, demonstrates how to utilize a portable fire extinguisher in accordance with best practices; provides a focus on personal safety; and describes the sequence of events that must occur before a decision to use a fire extinguisher is made.

Power Tool Safety

9 minutes

This course provides information on power tool hazards and how to use tools safely. Topics covered include: identifying the hazards associated with power tool use; recognizing the importance and function of power tool guards; identifying safety practices associated with power tools and recognizing the importance of wearing proper PPE when using tools.

Preparation for Physical Activity

14 minutes

The goal of this training program is to teach you how to prepare your body and mind for the physical activity you may be performing during your daily work tasks. Topics include: maintaining flexibility; costs of musculoskeletal injuries; the importance of warming up; back pain and injuries; preventing muscle strains and sprains; and stretching exercises for hands, wrists, shoulders, upper and lower back, and legs.

Preventing Back Injuries

English & Spanish
12 minutes

This module describes the impact of back injuries, why they occur, the contributing factors that lead to back injuries, and the measures that can be taken to prevent back injuries.

Preventing Injuries When Lifting, Moving and Transferring Residents

15 minutes

This program is designed to provide caregivers with information on how to safely lift, move and transfer residents. Topics include: contributing risk factors; preventing injuries; preparing for the lift; evaluating the situation; communicating with the resident; lifting a resident by hand; and mechanical equipment.

Recognizing and Identifying on the Job Hazards

English & Spanish
20 minutes

Hazards in the workplace are fairly common. Our goal is to identify them and make workers and managers aware of the hazards, then eliminate those which we are able to. This would be followed by developing work methods that reduce the risk of injury for hazards we are not able to otherwise eliminate.

Safe Housekeeping Practices

18 minutes

For custodial staff, good housekeeping not only means keeping the facility neat and free of hazards, but also means being able to perform these daily tasks without becoming injured. This training program provides participants with information on how to perform housekeeping tasks safely. Topics covered include the importance of wearing proper footwear; preventing slips, trips and falls; preventing strains and exertions when lifting, moving furniture, mopping and cleaning bathroom facilities; and the importance of using chemicals safely. The program also provides reminders for general housekeeping safety that are applicable to any facility.

Safety Pays for Life

4 minutes

A brief motivational program that emphasizes how working safely can actually "Pay you for Life."

Slip, Trip and Fall Training Program

English & Spanish
10 minutes

Module covers preventing the occurrence of slip, trip and fall injuries. Topics include: recognizing the costs associated with slip, trip and fall-related injuries; identification of the leading causes of slip, trip and fall injuries associated with the physical workplace environment; identification of the leading causes for slip, trip and fall injuries associated with employee behaviors; and preventive actions for reducing these hazards in the workplace.

Theft and Unsafe Acts

18 minutes

This training discusses various types of theft and unsafe acts that can occur within the workplace. Topic areas covered in this module include: 1) Unsafe work practices; 2) Discipline, retaliation, and unsafe acts; and 3) Employee theft.

Working at Home - Making the Transition from the Office to the Home Office

14 minutes

Moving your workspace from a busy office to your home can be a challenge that requires physical and mental adjustment. The good news is that there are basic practices you can implement to ensure success, no matter where your desk is located. This training module will provide you with information on best practices for selecting a safe physical location; setting up a computer workstation; controlling physical workspace hazards; being aware of cyber security risks; effectively managing time and completing tasks; and the actions you can take to ensure your mental and physical well-being.

Working in Comfort - A Lesson in Computer Workstation Ergonomics

12 minutes

This training program helps participants increase the level of comfort at their workstations. The information provided in this program will help participants to minimize the daily aches and pains associated with job tasks that require a lot of time sitting and working from a desk, including lower back pain, wrist pain, and neck stiffness. Topics include neutral position; evaluating your comfort level; making necessary adjustments to chairs and office equipment; challenging adjustments; ergonomic behavior; and benefits of using ergonomic practices.

Workplace Mold

10 minutes

This module provides an overview of the different types of mold, the effects of mold, and how to prevent mold from occurring.

Workplace Re-Occupancy Safety Orientation - Manager

16 minutes

This training module provides managers with assistance in preparing veteran employees who are returning to work after furlough, lay-off, or an extended period of time working from home. Topics include introduction of new cleaning and decontamination procedures; communication with employees and the availability of assistance from Human Resources; reacquainting employees with job tasks using a Work Hardening Program; Safety Manual review; job task observation; evaluation of employee training records; and review of general safety practices. A quiz is included at the end of the module.

Workplace Re-Occupancy Safety Orientation - Employee

23 minutes

This training module provides employees returning to work from an extended absence a review of general safety rules and practices for accident prevention and information on what to do if an accident or injury occurs. Topics include Re-familiarization of Workplace Practices and Procedures; New Practices/Procedures; Accident Prevention/Unsafe Conditions; Lifting and Material Handling; Fire Prevention and Protection; Housekeeping; Personal Protective Equipment; Respiratory Protection; Hazard Communication; Driver Safety; Bloodborne Pathogens; Electrical Safety; Lockout/Tagout; Ladders; Hand and Power Tools; Emergency Procedures; Accident/Injury Procedures; and first aid.

Workplace Violence - Employees

28 minutes

This module details various key components regarding violence in the workplace. Topics addressed in this module are specific to employees and include the nature of workplace violence, employer compliance with regard to violence, and addressing and preventing workplace violence.

Workplace Violence for Managers and Supervisors

Self-paced reading
35 minutes

Includes pre-questionnaire and scenario-based quiz questions

A growing concern for employers is workplace violence. Learn what forms violence can take, how to spot the potential for violence, prevention techniques, suggested procedures and practices in the event of violence and more.

HOUSING AUTHORITY SAFETY SERIES

(All modules are timed and include a quiz unless otherwise noted. Check the 'Housing Authority Safety Series' box on the registration form to receive ALL of the topics listed within this series; this series is considered one module.)

Hazard Recognition for Facility Management Staff

14 minutes

Developed to help facility management staff recognize potential hazards and take action to reduce the chances of injury and property damage.

Home Care and Maintenance for Residents

7 minutes

This module discusses tenants' responsibilities for the interior and exterior care of their residencies.

New Employee Safety Training Orientation

17 minutes

This program emphasizes how on-the-job safety is an important part of getting a job done. Topics covered include safety rules for the job, how to report workplace accidents and hazardous conditions, workplace hazards, and how to keep from being involved in a workplace accident.

New Resident Orientation

10 minutes

This module discusses fire safety rules to prevent home fires.

RESTAURANT SAFETY SERIES

(All modules are timed and include a quiz unless otherwise noted. Check the 'Restaurant Safety Series' box on the registration form to receive ALL of the topics listed within this series; this series is considered one module.)

Back Room Safety

9 minutes

Provides information on the most common and severe types of injuries, hazards of the back room, recommended safe work practices and "see something, say something." **Crisis Management**

16 minutes

Provides information on preparing for and handling crisis situations in the restaurant setting.

Hiring Practices

26 minutes

Provides information on hiring practices for the restaurant industry, including: the importance of good hiring practices, hiring practice components, identifying "red flags" on job applications, strategies to conduct effective phone screens and interviews, and reference and background checks.

Knife Safety

13 minutes

Provides information on using knives safely, including: types of injuries associated with knives; proper knife selection, usage and care; identification of alternative methods for safely completing the work of cutting food, materials and packaging; and ways to prevent knife-related injuries.

Serving Alcohol Responsibly

21 minutes

Provides information on serving alcohol safely, including: laws covering the service of alcoholic beverages and the operation of establishments serving alcoholic beverages; alcohol's effect on the body and on a person operating a motor vehicle; development of standard operating procedures and methods of recognizing and dealing with underage customers and maintaining records that relate to such incidents; and development of standard operating procedures and methods for dealing with customers.

FLEET SAFETY

(All modules are timed and include a quiz unless otherwise noted)

Defensive Driving - Accident Scene Management

11 minutes

Every day, drivers are involved in motor vehicle emergencies and accidents. The goal of this training program is to instruct participants on the procedures to follow should they become involved in a motor vehicle accident. The topics discussed include accident facts; preparedness; and managing the accident scene.

Defensive Driving - Backing Safely - R is for Reverse

English & Spanish
7 minutes

The module instructs participants on how to safely back a vehicle. Topics covered include stats on backing accidents; reasons for collisions; conducting a walk-around of the vehicle and using a spotter; blind spot areas and correct mirror adjustment; backing the vehicle safely; review of basic defensive driving techniques.

Defensive Driving - Basics

English & Spanish
12 minutes

Motor vehicle accidents are the number one cause of death in the workplace. This training module helps participants understand the basic components of defensive driving including: understanding the definition of defensive driving; how to recognize unsafe driving practices; being aware of general methods for preventing accidents; and identifying safe practices for driving in various inclement weather conditions.

Defensive Driving - Changing Lanes Safely

English & Spanish
13 minutes

The module will provide participants with an awareness of the hazards associated with changing lanes while driving and introduces techniques to minimize risks. Reviews common accidents cause by making lane changes; analyzes traffic scenarios to understand the hazards involved and discusses what to do to prevent accidents from occurring; reviews basic defensive driving strategies.

Defensive Driving - Driving Safely in School Zones

8 minutes

This program will provide participants with tips for driving safely in school zones. Topics include basic defensive driving reminders, conducting a pre-trip inspection, remaining alert in school zones for children and drivers of other vehicles, following signage posted in school zones, times to avoid driving in school zones, crosswalks and obeying crossing guards.

Defensive Driving - Intersections

English & Spanish
11 minutes

This program provides participants with information on the problems intersections present to drivers, reviews the signs and signals present in intersections and discusses what drivers can do to avoid becoming involved in an intersection accident.

Defensive Driving - Reducing Deer Related Accidents

6 minutes

This module is designed to provide participants with information on how to safely navigate the roads during peak deer movement season, which is during the months of October through December.

Defensive Driving - Reducing Springtime Weather Accidents

9 minutes

The program explores the hazards of driving in springtime weather conditions and reiterates the principles of defensive driving for these conditions. Topics include defensive driving reminders, necessary vehicle maintenance for spring driving conditions, techniques for driving on wet roads, in flooding, when tornadic activity threatens, fog and potholes.

Defensive Driving - Reducing Winter Weather Accidents

10 minutes

This program explores the hazards of driving in winter weather conditions and reiterates the principles of defensive driving for these conditions. Topics include basic defensive driving reminders, necessary vehicle maintenance for winter driving conditions, definitions of weather service alerts, techniques for driving on snow-covered/icy roads, driving near snowplows, and measures to take if the vehicle skids or becomes stuck in the snow.

Defensive Driving - Safe Following Distance, Avoiding Rear-end Collision

English & Spanish
9 minutes

The module will provide participants with information on why rear-end collisions occur and how to avoid them. Topics discussed include driver reaction time; braking distance; following distance; four-second rule; unsafe following distance scenarios; tailgating, freeway driving; and a review of defensive driving techniques.

General Auto Risk Program for Drivers

English & Spanish
22 minutes

Motor vehicle accidents contribute to a large number of injuries, property loss and death. Understanding and following safe driving practices is the key to avoiding the risk of accidents. This training program provides participants with the knowledge of how to operate their vehicles safely. We review basic defensive driving principles, vehicle maintenance and inspection, city/highway/rural driving, interstate driving, adverse weather conditions, reckless/aggressive drivers, and accident procedures.

Van Safety Training for Higher Education

31 minutes

This program is designed to train responsible personnel at colleges, universities and other institutions of higher education on the safe practices to take when transporting students in activity vans, sport utility vehicles, and activity buses. The topics covered in this program include definition of transportation, acceptable vehicles, considerations for the van driver, vehicle inspections, safety equipment, safe driving skills, loading the vehicle and transporting passengers, preventing collisions, pedestrians, driving environments, special considerations and post-trip procedures.

Van Safety Training for K-12 Education and Nonprofits

31 minutes

This program is designed to train responsible personnel at schools on the safe practices to take when transporting students in activity vans, sport utility vehicles, and activity buses. The topics covered in this program include definition of transportation, acceptable vehicles, considerations for the van driver, vehicle inspections, safety equipment, safe driving skills, loading the vehicle and transporting passengers, preventing collisions, pedestrians, driving environments, special considerations and post-trip procedures.

HEAVY FLEET SAFETY SERIES

(All modules are timed and include a quiz unless otherwise noted. Check the 'Heavy Fleet Safety Series' box on the registration form to receive ALL of the topics listed within this series; this series is considered one module.)

Heavy Fleet Safety Series - Cargo Securement

10 minutes

This module provides information on proper cargo securement. The topics discussed include providing an understanding of the principles of cargo securement, a description of the North American Cargo Securement Standard, and requirements for proper cargo securement.

Heavy Fleet Safety Series - Conducting Pre-Trip Inspections

16 minutes

The module explores conduction pre-trip vehicle inspections for heavy fleet operations. Topic discussed include: understanding the importance of conduction pre-trip inspections; identification of who is responsible for conduction pre-trip inspections and how often within your organization; and best practices for conduction a pre-trip inspection.

Heavy Fleet Safety Series - Intersections

15 minutes

The goal of this training module is to help you understand the hazards involved with navigating intersections while operating larger vehicles and to provide you with techniques for driving safely in these areas. The topics discussed in this training module include: improving your awareness of common intersection hazards, review of signs and signals, and strategies to avoid intersection accidents.

Heavy Fleet Safety Series - Mirrors/Backing

11 minutes

This module provides information on proper mirror adjustment and safe backing. The topics discussed include: the importance of proper mirror placement and adjustments; the hazards of backing and what leads to backing incidents; the best practices for preventing vehicle backing incidents.

Heavy Fleet Safety Series - Loading Dock Safety

21 minutes

This training module will help you understand the dangers present at and near loading docks for larger vehicles and vehicles hauling large equipment and provide you with techniques for remaining safe. Training module objectives include: identification of hazards associated with loading docks; types of equipment used at loading docks; and strategies for safely backing, unloading, loading and parking.

K-12 EDUCATION & NON PROFIT SAFETY

(All modules are timed and include a quiz unless otherwise noted)

Bloodborne Pathogens - Reducing the Risk of Occupational Transmission in the School

16 minutes

This module describes the types of bloodborne pathogens (BBP) and explores the ways that they can be transmitted in the school environment. It also reviews the requirements for maintaining a formal BBP Exposure Control Plan and provides requirements necessary for adequate personal protective equipment, housekeeping practices and safe work practices, and the measures for reducing exposures to bloodborne pathogens.

Breaking Up Student Fights

17 minutes

This module provides information for school faculty and administration on how to intervene in student fights without becoming a victim. The information in this module reinforces school procedures related to student fighting that are already in place and effectively diffuse fights.

Bullying / Cyberbullying - Administrators

20 minutes

This training will assist school administrators in increasing their awareness of both bullying and cyberbullying. Topics include signs of bullying, communicating about bullying, and protecting students from bullying. This module provides information relevant to school administrators that is not included in the faculty/staff version, such as how to create a bullying prevention committee.

Bullying / Cyberbullying – Faculty / Staff

17 minutes

This training will assist school faculty and staff members in increasing their awareness of both bullying and cyberbullying. Topics include signs of bullying, communicating about bullying, and protecting students from bullying.

Camps Training Program on Child Sexual Abuse and Molestation

60 minutes

This nationwide appropriate child sexual abuse prevention training module focuses on adults who participate in our youth camps. This is a one-hour training with a 25-question examination at its conclusion, and pass with 70% minimum grade. A training certificate will be issued to verify course completion.

Classroom Safety Training Series - Avoiding Slips, Trips and Falls

14 minutes

Provides information on learning how to recognize slip, trip and fall hazards on same level walkways and how to avoid injury.

Food Services - General Safety

19 minutes

This module describes conditions and practices within a school kitchen that can lead to accidents and injuries to staff and provides tips for avoiding injuries.

Food Services - Proper Lifting

14 minutes

The purpose of this module is to increase the awareness level of hazards associated with lifting tasks in the school cafeteria. The information in this module is based on actual assessments and includes interviews with key school service personnel.

Library Operations – Proper Lifting

14 minutes

This module discusses back injury prevention for library staff. The objective of the module is to increase awareness of the occurrence of back injuries and provide information on how to prevent them from occurring. Proper body mechanics, lifting techniques, and material handling practices when lifting are discussed.

Lunchroom Safety Supervisor Training Program

11 minutes

Lunchroom supervisors will be provided with information on how to properly supervise students during lunchtime activities and will be informed of their legal and moral responsibilities as a supervisor. This program is also designed to instruct them on how to handle student injuries and emergency situations.

Mandated Reporting for Child Abuse - Schools K-12

English & Spanish
31 minutes

This training will assist school adults in understanding their role as mandated reporters. This module takes a "Three R's" approach to help prevent or identify abuse and neglect. The "Three R's" include recognizing child abuse, neglect, and boundary violations; responding to child abuse and neglect; and reporting child abuse, neglect, and boundary violations.

Playground Safety Inspection Program

17 minutes

This module provides information on inspecting playgrounds for safety, including types of playground equipment, ground protection, and other hazards routinely encountered on the playground.

Playground Safety Supervision

11 minutes

The goal of this training module is to provide participants with information on how to properly supervise students during recess activities. This program also discusses the legal and moral responsibilities of a playground supervisor and provides guidelines for handling playground injuries and emergency situations.

Principal's Recognition of Hazards on a School Campus

17 minutes

This module helps principals and assistant principals recognize potential hazards that can occur on a school campus, and provides information on how to take action to reduce the chance of potential injuries. Emphasis is placed on the importance of hazard recognition and incorporating a hazard recognition process within a principal's daily activities.

School Bus Driver Safety Emergency Evacuation and Safety Procedures

13 minutes

This module will provide bus drivers with an overview of the types of emergencies to be prepared for, items necessary for inclusion in an emergency plan for regular riders and special needs riders, and guidelines to follow for school bus evacuations.

School Bus Driver Safety Transporting Students with Special Needs

22 minutes

This module will provide bus drivers with an overview of the Individuals with Disabilities Education Act along with general guidelines for transportation, the types of disabilities and behaviors they may encounter, the importance of communication, how to handle emergency situations, a basic knowledge of the equipment and assistive devices in the school bus and an overview of proper loading and unloading procedures for students and their equipment.

School Bus Driver Safety-Preparation for Travel and Student Safety

37 minutes

This module is designed to train school bus drivers on the safe practices to take when transporting students. Topics include school bus transportation safety facts, driver preparation prior to transporting students, student safety, and returning the bus to the transportation center.

School Hazard Identification Program

10 minutes

Training familiarizes participants with general hazards that affect school employees and students on a routine basis. Hazard surveys are an important aspect of an effective safety program for schools. Periodic self-inspections of buildings and grounds help identify and correct hazards before an accident or injury occurs. Topics include life safety and fire protection; shops, studios, and laboratories; kitchens and lunchrooms; outdoor areas; and playgrounds.

Sexual Harassment and Discrimination - K-12 Employees

32 minutes

This training assists faculty, staff and administration employed by educational institutions in understanding the federal definitions and classifications of discrimination and harassment in the workplace, including protected classes' rights under federal law. Topics include discrimination, harassment, sexual harassment, unwelcome conduct, hostile environment, LGBTQ, genetic information (GINA), pregnancy (PDA), age (ADEA), religion, race/color, national origin, disability (ADA), associational discrimination and human trafficking.

Sexual Harassment and Discrimination - K-12 Supervisors

43 minutes

This training assists supervisors in understanding their federal legal obligations to prevent and remedy discrimination and harassment in the workplace. Supervisors will learn federal definitions and classifications of discrimination and harassment in the workplace under the Civil Rights Act of 1964, Title VII. Including protected classes, rights of employees and prospective employees, and supervisor responsibilities. Topics include discrimination, harassment, sexual harassment, unwelcome conduct, hostile environment, LGBTQ, genetic information (GINA), pregnancy (PDA), age (ADEA), religion, race/color, national origin, disability (ADA), associational discrimination, human trafficking, policies, complaints, investigations, and Five Core Principles of Smart Risk Management®.

Shop Safety for Schools – Student Related Risks

36 minutes

As a shop student, you have the opportunity to use powered equipment and hand tools to create unique pieces of art that are both aesthetically pleasing and functional. This training module is designed to educate instructors and students on the safety practices and procedures necessary to use shop equipment so that you can return home at the end of the day unharmed. The topics covered in this module include; general safety guidelines, avoiding distractions, maintaining a clean shop, personal protective equipment (PPE), extension cords, powered equipment safety, types of power equipment and safety practices, hand tool safety and first aid and injury prevention.

Smarter Adults - Safer Children: Substance Abuse Prevention

47 minutes

This program highlights the risk factors that are often involved in substance abuse among youth and students. This program was designed with adults (faculty, staff, employees, volunteers, and other adults) in mind to: create awareness of the circumstances and influences that lead to a young person's involvement in substance abuse; overview actions adults can take to help young people avoid substance abuse; and outline how to become involved with a young person believed to be abusing substances.

Smarter Adults - Safer Children: Technology Safety and Security

45 minutes

This module outlines safety and security issues and teaches adults how to protect young people in the world of electronic communication. This program covers technology exposures; the warnings signs of potential technology-related abuse or misuse; proactive strategies for protection; and appropriate responses to technology-related abuse or misuse.

Smarter Adults – Safer Children: Preventing Child Sexual Abuse

45 minutes

Sexual Abuse Prevention creates adult awareness of sexual abuse and teaches adults how to prevent such abuse. With a target audience of employees, volunteers, and other caring adults, Sexual Abuse Prevention overviews: what is sexual abuse; the damage caused by sexual abuse; the warning signs of sexual abuse and abusers; how to respond appropriately; and what caring adults can do about sexual abuse on their campuses and in their communities.

Tornado Preparedness for Schools

15 minutes

Administrators, teachers and staff have a higher duty of care as they are responsible for the health and safety of children at school and during school-sponsored activities. The topics discussed in this training module go beyond a basic understanding of tornado safety and include: establishing expectations; identifying shelter areas; completing pre-season tasks and drills; and implementing a post-event plan.

SAFETY SHORTS

(Short Safety reminders, no quiz – two Safety Shorts are considered one Safety Module)

Accident and Injury Procedures

3 minutes

This training program provides information on the procedures to follow should an employee become involved in an accident.

Basic Lockout/Tagout Safety Short

1 minute

Safety short on basic lockout/tagout principles.

Bloodborne Pathogens Safety Short

2 minutes

Safety short on protecting yourself from bloodborne pathogen exposure.

Distracted Driving Safety Short

3 minutes

Safety short that discusses the factors that distract drivers from the task of driving and how to identify these types of drivers.

Electrical Safety Short

1 minute

Safety short that provides an overview on working safely with electrical equipment.

Emergency Procedures Safety Short

1 minute

Safety short that emphasizes the importance of knowing what to do in case of an emergency that requires taking shelter or evacuating a building/job site.

Fire Prevention & Protection Safety Short

2 minutes

Safety short on basic fire prevention and how to use a fire extinguisher.

GHS HAZCOM Safety Short

2 minutes

Safety short on basic hazard communication principles including using chemicals safety and understanding SDSs.

Hand and Power Tools Safety Short

2 minutes

Safety short that provides an overview of how to work safely when using hand and power tools.

Housekeeping Safety Short

1 minute

Safety short that provides basic housekeeping practices.

Housekeeping: Before You Start Safety Short

2 minutes

Shortage of time and pressure to get the job done can cause unsafe work practices. To avoid injuries and last-minute rush it is important to plan your workday in advance, organize your work, be aware of hazards, use the correct PPE, and know how to safely use carts and barrels.

Housekeeping: Cleaning by Hand Safely Safety Short

4 minutes

Reach for the stars, not for your work when cleaning by hand! It is important to avoid awkward body postures caused by excessive reaching and stretching. This program discusses using the proper tools; techniques for safely cleaning tubs, sinks and toilets; wiping and dusting; and high area dusting.

Housekeeping: Emptying Trash Safety Short

4 minutes

When emptying trash, remember that the more weight you have, the greater the strength or force needed to push it, especially on carpet, dirt, gravel, or other loose surface material. To avoid injuries, be aware of trash can weight distribution and movement, use proper lifting techniques, empty trash cans frequently and follow safe work practices when emptying trash or garbage into the dumpster.

Housekeeping: Mopping and Emptying Buckets Safety Short

6 minutes

Lifting and carrying buckets, mopping, wringing out mops and emptying mop buckets are part of the mopping process, and if incorrectly, could lead to strain and exertion injuries. This program provides best practices for filling and carrying buckets, safely mopping a floor surface, marking a wet floor surface, wringing out a mop and emptying mop buckets.

Housekeeping: Preventing Slips, Trips and Falls Safety Short

4 minutes

Custodians create fall hazards by making floors wet, moving furniture around and waxing floors. It is important that they, the general public and other workers are aware of fall hazards within a facility. Topics discussed in this program include causes of slips, trips and falls; definition of a slip and trip; communicating slip, trip and fall hazards; and good housekeeping practices.

Keep Your Exits Clear Safety Short

2 minutes

Your building's exits are one of the most important life-safety systems built into your business. During an emergency such as a fire, it is imperative that building occupants consider all of the exits as a means of escape. This Safety Short discusses the importance of keeping exits clear and accessible.

Ladder Safety Short

2 minutes

Safety short on basic principles of using ladders safely.

Office Workstation Ergonomics

5 minutes

Ergonomics is the interaction between your body, the tasks you complete, the equipment you use and the environment in which you work. Following ergonomic principles is important to your safety and health if your job requires extended time completing tasks at an office workstation. This safety short covers setting up and sitting correctly in your chair; organizing your workstation; using your computer comfortably; varying workstation activities; and introduces stretching activities that can be done to relieve mental stress and muscle strain to your hands, wrists, neck, shoulders, and lower back.

OSHA Reporting 101: Compliance with Annual OSHA Recordkeeping Requirements

6 minutes

Each calendar year from January through December, employers who are required to keep injury and illness records, review workers' compensation claims and record serious work-related injury and illness events that have occurred at their entity. This information is compiled into an OSHA log and as required by OSHA, posted at the entity by February 1. In addition, some employers are also required to submit an electronic report of this information to OSHA by March 2. Compliance with the OSHA Recordkeeping Rule is essential to providing a safe workplace and preventing injuries.

Personal Protective Equipment (PPE) Safety Short

3 minutes

Safety short on PPE including eye protection, foot protection, hearing protection, hand protection and head protection.

Safe Lifting Practices Safety Short

2 minutes

Safety short that illustrates how to lift objects safely.

Slip, Trip, Fall Safety Short

2 minutes

Safety short on preventing injuries due to basic slip, trip and fall exposures.

Workplace Security Series - Active Shooter Safety Short

2 minutes

This training series provides short vignettes of common safety and security challenges that are present in the workplace setting in relation to active shooters.

Workplace Security Series - Disgruntled People Safety Short

2 minutes

Vignettes of common safety and security challenges present in the workplace setting in relation to disgruntled people.

Workplace Security Series - Separation Practices Safety Short

2 minutes

This training series provides short vignettes of common safety and security challenges that are present in the workplace setting in relation to separation practices.

Workplace Security Series - Visitor Management Safety Short

2 minutes

This training series provides short vignettes of common safety and security challenges that are present in the workplace setting in relation to visitor management.

Gallagher provides risk services consultation that is tailored to our clients' particular loss history, industry risk factors, and insurance program structure. Our services, summaries and recommendations can include claim advocacy, evaluation of loss frequency and severity, loss prevention strategy, sufficiency of self-insured retentions, risk transfer options, identification of risk exposures, and insurance coverage for particular claims. Our work can also include collaboration with carriers, our client's legal counsel, loss prevention or actuarial consultants. We emphasize that any of the above risk services, risk management opinions, and advice provided directly to clients or to clients' third-party vendors, is both confidential and intended for our clients' use and not for distribution. We also only offer the advice from an insurance/risk management perspective and it is NOT legal advice or intended to supplant the advice or services provided to clients from legal counsel and advisors. We recommend that our clients seek advice from legal counsel and third-party professionals to become fully apprised of all legal and financial implications to their businesses.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Mike Lesko

PHONE NUMBER: 217-789-2191

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

FISCAL IMPACT: \$206,130.00

SUGGESTED TITLE: An Ordinance authorizing payment to Arthur J Gallagher Risk Management Services Inc. for renewal of the annual premium for Commercial Property coverage of certain real property for the City of Springfield in an amount not to exceed \$206,130.00 for the City of Springfield

CONTRACTOR / VENDOR NAME: Arthur J Gallagher Risk Management Services, Inc. VENDOR NO: VC*6164

CONTRACT TERM: 10/01/2024 - 9/30/2025 Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$206,130.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- ☐ Low Bid ☒ Other: Contract Renewal
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	PRCA	1225
2					
3					
4					

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

Executive & Policy Summary

STAFF ANALYSIS

Commercial property insurance policy renewal for 49 locations for the City of Springfield. Policy outline, executive summary and invoice attached. This is a policy renewal covering October 1, 2024 through Sept 30, 2025.

Covered sites and their valuations have been updated for coverage. Gallagher priced the City coverage through 3 insurance carriers and has recommended continuing our policy coverage through our existing provider Allianz, which provided the lowest cost and best coverage as outlined in the Executive Summary.

This policy will include the 3 new Fire Stations moving forward.

FUNDS CHECK BY: Courtney Heinzl Digitally signed by Courtney Heinzl
Date: 2024.09.04 12:11:34 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Metzger, Ramona M. Digitally signed by Metzger, Ramona M.
Date: 2024.09.17 17:39:15 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2024.09.04 11:36:05 -05'00'

Date: _____

SIGN OFF:


(Mayor's Signature)

Metzger, Ramona M. Digitally signed by Metzger, Ramona M.
Date: 2024.09.17 17:40:11 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-414

**AN ORDINANCE AUTHORIZING EXECUTION OF A
REDEVELOPMENT AGREEMENT WITH SPRINGFIELD ART
ASSOCIATION FOR FINANCIAL ASSISTANCE FOR THE PROPERTY
LOCATED AT 101-105 NORTH 5th STREET, UTILIZING CENTRAL
AREA TAX INCREMENT FINANCE FUNDS IN THE AMOUNT OF
\$8,241.00, FOR THE OFFICE OF PLANNING AND ECONOMIC
DEVELOPMENT**

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

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as defined in the Redevelopment Agreement attached hereto) and known as the Central Area Tax Increment Redevelopment Plan and Project ("Plan"), pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. ("Act"); and

WHEREAS, Springfield Art Association ("Redeveloper") has acquired the property located at 101-105 North 5th Street; and

WHEREAS, the Redeveloper is requesting Central Area Tax Increment Finance funds in the amount of \$8,241.00 for the replacement of compromised water line into the building including meter shut off valve and the drain line adjacent; and

WHEREAS, the total project cost is \$24,970.00, TIF represents 33% of those costs; and

WHEREAS, it is necessary to enter into a Redevelopment Agreement with Springfield Art Association; and

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

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

Section 1: That the City Council hereby approves a redevelopment agreement with Springfield Art Association for use of Central Area Tax Increment Finance funds in the amount of \$8,241.00 will be used for the replacement of compromised water line into the building including meter shut off valve and the drain line adjacent for property located at 101-105 N 5th St.

Section 2: That the Office of Budget and Management is authorized to make payment not to exceed \$8,241.00 to Springfield Art Association, upon satisfactory completion of the project from account number 084-111-DEVL-SPAL-2110.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/26/24
Office of Corporation Counsel / Date

REDEVELOPER AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS AND SPRINGFIELD ARTS ASSOCIATION

THIS AGREEMENT, entered into on or as of the ____ day of _____, 2024 by and between **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation, by and through the Office of Planning and Economic Development (which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City" or "Office of Planning and Economic Development"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 800 East Monroe Street, Springfield, Illinois 62701, and **SPRINGFIELD ARTS ASSOCIATION**, a non-profit organization located at 700 North 4th Street, Springfield, Illinois 62701, hereinafter called "Redeveloper".

WITNESSETH

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as hereinafter defined) known as the Central Area Tax Increment Redevelopment Plan, in the City of Springfield, pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,"); and

WHEREAS, pursuant to the provisions of the Act, the City, has adopted a Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pertaining to the redevelopment of the Central Area Tax Increment Redevelopment Plan, a copy of which Plan is on file with the City Clerk of the City of Springfield; and

WHEREAS, the Redeveloper is a non-profit organization and owns certain real property located at 101 North 5th Street, in Springfield, Illinois; and

WHEREAS, the Redeveloper desires to replace a compromised water line into the building including the meter shut off valve and drain line adjacent to the water line at 101 North 5th Street; and

WHEREAS, the Redeveloper has assembled financial commitments from private investments and local government, to pay for the replacements to accomplish these purposes; and

WHEREAS, in order to enable the City to achieve the objectives of the Plan in accordance with the uses set forth therein, the City intends to assist the Redeveloper rehabilitation and purchase of the aforesaid property; and

WHEREAS, the City believes that the project is in the best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws; and

WHEREAS, the Redeveloper has represented that it possesses the experience and qualifications to undertake this project and the City, therefore, deems it appropriate to enter into this Agreement with Redeveloper; and

WHEREAS, it is contemplated that pursuant to this Agreement, the City shall provide the Redeveloper financial assistance in a total amount not to exceed Eight Thousand Two Hundred and Forty One dollars (\$8,241.00) of incurred cost to assist Redeveloper with the purchase and renovation of 101 North 5th Street to accomplish these purposes on the aforementioned property utilizing tax increment financing in accordance with the Act; and

WHEREAS, the Redeveloper is willing to develop the Site upon the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

SECTION 1: DEFINITIONS

A. Definition of Terms

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise. Other terms may also be defined elsewhere in this Agreement.

“Act” means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74 .4-1, et seq., and as it amended and supplemented from time to time.

“Agreement” means this Redeveloper Agreement and all addenda and exhibits hereto.

“Authorized Representative” means such person as from time to time designated to act on behalf of the Redeveloper in a written certificate furnished to the Office of Planning and Economic Development, containing the specimen signature of such person and signed on behalf of the Redeveloper by a corporate officer or partner or other representative, as appropriate. Such certificate may designate an alternate or alternates.

“City” means the City of Springfield, Illinois.

“Plan” or “Development Plan” shall have the meaning set forth in the preamble to this Agreement.

“Project” means: replace a compromised water line into the building including the meter shut off valve and drain line adjacent to the water line at 101 North 5th Street 7th Street, Springfield, Illinois in accordance with the terms and conditions of this Agreement and the law.

“Project costs” means only those costs as specified in the particular provision.

“Redeveloper” means Springfield Art Association, and its successors.

“Redevelopment Assistance”, sometimes “Assistance”, means any payments to be made to Redeveloper from available tax increment funds for the Project.

“Site” means the real property located at 101 North 5th Street, Springfield, Illinois, at which the Project is to be located.

B. Construction of Words

The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to articles, sections and other subdivisions of this Agreement are to the designated articles, sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

SECTION 2: PURPOSE OF AGREEMENT AND ASSISTANCE

A. Purpose of Agreement

The purpose of this Agreement is to provide funds to the Redeveloper in order to complete the Project at the Site consistent with the terms and conditions of this Agreement. Only work that is reimbursed with the Redevelopment Assistance shall be governed by this Agreement.

B. Redevelopment Assistance to the Redeveloper

1. The City agrees, upon the terms and conditions in this Agreement, to provide Redevelopment Assistance in an amount not to exceed Eight Thousand Two Hundred and Forty One dollars (\$8,241.00) or 33% of incurred cost costs, whichever is less, to assist the Redeveloper with the Project. Redevelopment Assistance shall only be used by the Redeveloper for eligible expenses as proscribed in the Central Area Tax Increment Redevelopment Plan and the Tax Increment Allocation Redevelopment Act, as amended 65 ILCS 5/11-74.4-1, et seq.

2. The Redevelopment Assistance to be provided to the Redeveloper shall be as follows:

Reimbursement for costs to repair or replace a compromised water line into the building including the meter shut off valve and drain line adjacent to the water line at 101 North 5th Street, in Springfield, Illinois.

3. All Assistance to the Redeveloper Parties shall only be provided upon City approval of cost receipts, other supporting information and lien waivers submitted to City by the Redeveloper. Redeveloper shall submit requests for reimbursement, (i) upon 33% completion of the Project, (ii) upon 66% completion of the Project, and (iii) after the completion of the Project, in requisitions containing verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Periodic requests for reimbursement shall contain verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Within 30 days of receipt of a requisition, City shall either (i) approve the bills for reimbursement, or (ii) notify Redeveloper in writing of any bills disapproved for reimbursement with an explanation provided to Redeveloper so that Redeveloper may cure any defects and resubmit disapproved bills for reimbursement. In the event the City determines Tax Increment Available Funds are insufficient to reimburse all approved projects from the

Central Area TIF Special Allocation Fund due to funds not yet received from expected tax increments, all reimbursements will resume at such time, in a chronological sequence payable to specific project submission requests that meet the required conditions of each specific applicable redevelopment agreement (such as lien waivers, certified payroll, etc.), as the Central Area TIF Special Allocation Fund accumulates fund sufficient to enable reimbursement as determined by the City. Redeveloper shall fulfill all contingencies and request reimbursement within 12 months of the date this Agreement is signed by the City. An extension may be granted upon mutual agreement of the Parties. If funds are not accessed within the 12 month period, or mutually agreed upon extension, the City has the right to terminate or suspend the Assistance and the ordinance. This Agreement does not authorize an expenditure of City funds in excess of the amount authorized by the City Council unless the City Council specifically approves an additional expenditure. Redeveloper agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

C. Undertaking of Redeveloper

The Redeveloper agrees to replace a compromised water line into the building including the meter shut off valve and drain line adjacent to the water line at 101 North 5th Street in accordance with the law and this Agreement. The Redeveloper further agrees to invest gross funds in sufficient amounts to complete the Project.

SECTION 3: CONDITIONS PRECEDENT TO RECEIVING TIF ASSISTANCE

Prior to receiving Redevelopment Assistance, the Redeveloper shall furnish to the Office of Planning and Economic Development, the following, all to be satisfactory to the Office of Planning and Economic Development in both form and substance:

A. All applicable organization documents and filings for the Redeveloper and all resolutions necessary to effect the obligations of the Redeveloper pursuant to this Agreement;

B. Plans, including an updated Site Development Cost Analysis, including bids and estimates for work to be performed, showing all projected costs incidental to completion of the work along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development no later than sixty (60) days after the signing of this Agreement, unless an extension is granted by mutual agreement. All work to be performed shall be let by sealed competitive bidding and shall follow the procedures outlined in Chapter 38 of the City of Springfield, Illinois Code of Ordinances, 1988, as amended. In the event that Redeveloper desires to perform the work itself, it shall obtain three (3) estimates from the other contractors. Redeveloper then shall charge its total costs in an amount not to exceed the lowest bid. In the event Redeveloper performs the work pursuant to this paragraph, Redeveloper shall still be required to submit to the City all invoices, timesheets, and receipts verifying performance of the work. In all cases, Redeveloper shall retain a copy of all bids and/or estimates received for a period of five (5) years from completion of the Project. The City shall be allowed reasonable access to all such bids and/or estimates.

C. Firm commitments for financing necessary to complete the Project, from sources and in the form acceptable to the Office of Planning and Economic Development, or a demonstration of financial capacity sufficient to complete the Project;

- D. Internal Revenue Service taxpayer identification number for the Redeveloper;
- E. If applicable, a Certificate of Authority to do business in the State of Illinois;
- F. Documentation and verification that Redeveloper has paid State Prevailing Wage;
- G. Copies of all contracts, itemized invoices and paid receipts to verify expenses for the project. All receipts must be separated by specific project; and
- H. Such other documents, resolutions and other items reasonably required by the City, including copies of all project labor agreements for the Project.

Redeveloper shall be entitled to make periodic requests for reimbursement, as long as all conditions precedent are met and Redeveloper is not in breach of any of the terms of this Agreement.

SECTION 4: REDEVELOPER'S OBLIGATIONS AND RIGHTS

A. Conformance to Federal, State and Local Requirement

All work shall conform with all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivision, zoning and life safety codes.

B. Changes Project

If, during the course of initial demolition the Redeveloper desires to make any changes in any portion of the Project which materially affects the appearance, function, or implementation of the Project, the Redeveloper shall submit the proposed change to the City Council for its approval. All other changes must be submitted to the Office of Planning and Economic Development for approval under this Agreement, and a response to such changes shall be given to Redeveloper within ten (10) days. Any approval in changes by the City Council or Office of Planning and Economic Development shall not constitute approval of any plans that are already or are required to be approved by the Building and Zoning Department for compliance with life, health, safety, building, and zoning regulations.

C. Time Limitations

The Project shall commence no later than thirty (30) days after receipt of a building permit from Building and Zoning, and it shall be completed no later than March 1, 2025, unless otherwise mutually agreed to in writing by the Parties. All invoices and paid receipts shall be submitted to the City within 3 months after completion of the Project, unless otherwise mutually agreed to in writing by the Parties.

D. Commencement and Completion Requirements

The Redeveloper agrees for itself, and its successors, that it shall promptly begin and diligently prosecute the completion of the Project.

Until completion of the Project has been made, the Redeveloper shall make progress reports to the Office of Planning and Economic Development on a bi-monthly basis in such detail as may be reasonably requested by the Office of Planning and Economic Development. Such progress reports may take the form of an AIA Contractor's Affidavit or by any other means approved by the Office of Planning and Economic Development.

F. Redeveloper's Responsibility

It is expressly understood that the Redeveloper shall bear the sole responsibility of completing the Project in an appropriate manner consistent with the Development Plans and consistent with all other requirements of this Agreement. Redeveloper agrees that all work must be completed in conformity with applicable building and zoning laws of the City.

G. No Obligations of City of Springfield

The Redeveloper acknowledges and understands that the City shall not have any obligation or remediation with respect to completion of the Project, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Redeveloper also acknowledges and understands that this Agreement does not result in any contractual obligation by the City for approval of permits, licenses, plans, etc. that may be necessary for completion of the Project.

H. Certificate of Completion

Promptly after completion of the Project, Redeveloper shall provide to the Office of Planning and Economic Development a Certificate of Final Completion executed by Redeveloper, certifying that the Project has been completed in accordance with the approved plans and specifications, and has been performed in a good and workmanlike manner and in accordance with all applicable governmental requirements. Said Certificate may be executed by Redeveloper's designated project architect only if Redeveloper provides to the City written authorization of such designation. If the Office of Planning and Economic Development disputes the sufficiency or accuracy of the Certificate of Final Completion, the Office of Planning and Economic Development shall, within thirty (30) days after receipt of such Certificate, provide Redeveloper with a written statement indicating in what respects Redeveloper has failed to perform the relevant work in accordance with the provisions of this paragraph.

I. Recapture of Grant Funds

If the Redeveloper does not comply with this Agreement, the Redeveloper shall, within thirty (30) days of notice of default by the City, repay to the City the amount of any funds disbursed. The City shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State or local law including recapture of all grant proceeds disbursed.

J. Disclosure of Information

Redeveloper shall provide the City the following:

(a) A complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of state or federal laws, which protect the health, safety, or welfare of workers, including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity, including joint ventures and partners, and also including parent and subsidiary corporations or entities; and

(b) A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project are a participant in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

(c) A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project have not been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act within the two year period.

If any of the information above is found to be inaccurate, then the City may, at its sole option and in its sole discretion, terminate this Agreement. Under such circumstances, any and all TIF Assistance provided shall be immediately returned to the City.

SECTION 5: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained as follows:

A. Organization and Authorization

The Redeveloper represents and warrants that it is qualified to do business in the State of Illinois and has power to enter into and by proper action have been duly authorized to execute and deliver this Agreement.

B. Non-Conflict or Breach

The Redeveloper represents and warrants that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, do not conflict with or result in a breach of any of the terms, conditions, or provisions of any restrictions, agreement or instrument to which it is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Site or upon any assets of it under the terms of any instrument or agreement to which it is now a party or by which it is bound.

C. Restriction on Redevelopment Assistance Funds

None of the proceeds funds will be used to provide working capital for the Redeveloper within the meaning of Section 103(b) of the Internal Revenue Code and the Regulations promulgated thereunder.

D. Non-Impairment of Federal Income Tax Exemption

The Redeveloper will not cause the funds to be utilized in such a manner as to, or take any action which would impair the exemption from federal income taxation of the interest on outstanding bonds, issued, or to be issued by the City.

E. Certifications

The Redeveloper certifies that no person directly associated with the Project has been convicted of a felony, or, if so convicted, at least five years have passed since completion of sentence as of the effective date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the Redeveloper. 30 ILCS 500/50-10.

The Redeveloper certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the Redeveloper has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid contract. The Redeveloper acknowledges that the City shall declare this Agreement void if this certification is false.

The Redeveloper certifies that they are not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If Redeveloper has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and are in compliance with that agreement, Redeveloper shall so state.

SECTION 6: ADDITIONAL COVENANTS OF THE REDEVELOPER

A. Redeveloper's Existence; Operation of the Site

The Redeveloper and its successors and assigns will at all times operate or continue the operation of the Site so that it constitutes a "remediation and demolition project" within the meaning of the Act and in accordance with the Central Area Tax Increment Redevelopment Plan.

B. Indemnification Covenants

The Redeveloper agrees for themselves, successors and assigns, to indemnify defend and hold the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation, arising (i) from the conduct or management of, or from any work or thing done on, or any work or activity connected to the Site; (ii) any breach or default on the part of the Redeveloper or its successors or assigns in the performance of any of its obligations under or in respect of this Agreement; (iii) any act or omission, including negligence, of the Redeveloper or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Redeveloper or its successors or assigns of any laws, statutes, easements, conditions, restrictions, building regulations, zoning ordinances, environmental statutes and regulations or land use

regulations affecting the Site or the Project; (v) any act or omission, including negligence, of any assignee, lessee or sub lessee of the Redeveloper, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sub lessee of the Redeveloper; (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Redeveloper or any part of the Site; or (vii) any performance by the City of any act requested by the Redeveloper or its successors and assigns other than willful misconduct of the City. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Redeveloper.

C. Fees

The Redeveloper will pay and keep current all City fees in the nature of sewer user fees, permit fees and the like, that may from time to time apply to the Site, provided, however, said party may, after giving notice to the City, and after posting bond or other security satisfactory to the City in its reasonable judgment, at its own expense, contest in good faith such fees in which event it may permit such fees to remain unpaid during the period of such contest and any appeal therefrom.

D. Use Maintenance

Redeveloper will use the Site consistent with the Plan. The Redeveloper shall also maintain the Project as provided herein.

E. Taxes

During the existence of the Tax Increment Financing District, the Redeveloper will not protest any real estate assessments or real estate taxes on the Site without the express written consent of the Mayor or their designee. It is expressly intended that the covenant made in this Section shall be a covenant remaining with the land for the benefit of and enforceable by the city.

F. Participate in Hearing

The Redeveloper will participate in any public hearing(s) necessary for the implementation of the Plan as related to this Project.

G. Payment of Taxes

During the term of this Agreement, the Redeveloper shall promptly pay all real estate taxes and sales taxes.

H. Record Memorandum

The Redeveloper will execute a memorandum of this Agreement to be recorded in the records of the Office of the Recorder of Deeds, Sangamon, County, Illinois, indicating in substance that the Site is subject to the terms and conditions of this Agreement.

I. Conveyances

(a) The Redeveloper will not transfer or assign all or any part of its interest, except for collateral purposes when and if required by Redeveloper's commercial lender, in this Agreement without the express written consent of the City's mayor or his/her designee.

(b) During the existence of the Tax Increment Financing District, the Redeveloper agrees that all conveyances shall be to persons and/or legal entities, which are not exempt from ad valorem taxes levied against taxable real property located at the Site.

J. Insurance

The Redeveloper agrees to maintain all necessary insurance with respect to the site in sufficient amount to protect both the interests of the City and Redeveloper to and on the site. Redeveloper and his insurer shall weigh the risks and determine an amount sufficient to meet this obligation.

K. Maintenance and Repair

The Redeveloper agrees that it shall keep, maintain and repair in good fashion the improvements to be constructed on the Site.

L. No Damages for Delay

The Redeveloper agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Project as provided herein.

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

The Redeveloper shall cause the Project to be commenced and to be completed with due diligence and in good faith, and without delay. Redeveloper shall cause the Project to be completed in a good and workmanlike manner in accordance with, and in all respects compliant with, all applicable laws, rules, permits, requirements, and regulations of any governmental agency or authorities having or exercising jurisdiction over the Site including all environmental statutes and regulations.

B. Contract Prohibitions

Unless otherwise previously agreed by the City in writing, all contracts let by Redeveloper or Redeveloper contractor in connection with the Project shall contain a prohibition against any

material change in the plans without the Office of Planning and Economic Development's prior written consent being had thereto, which consent shall not be unreasonably withheld.

SECTION 8: LIABILITY INSURANCE

Prior to any disbursement from the TIF Assistance, Redeveloper or Redeveloper's contractor shall procure and deliver to the City and shall maintain in full force and effect until each and every one of the obligations of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, demolition and/or rehabilitation, contractor's liability insurance under the comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence and Five Million Dollars (\$5,000,000) total, and worker's compensation insurance with employer's liability coverage, all such policies to be in such form and issued by such companies as shall have been approved in writing by City (which approval shall not be unreasonably withheld) to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Site or the demolition and site preparation work, the improvements or the construction and improvements thereof. Each such policy shall contain an affirmative statement by the issuer to give written notice to City at least thirty (30) days prior to any cancellation or amendment of its policy and shall name the City as an additional insured.

SECTION 9: RIGHTS OF INSPECTION: AGENCY

The City or its designee shall have the right at any time and from time to time during business hours upon prior reasonable notice to enter upon the Site for the purposes of inspection provided that the City and its agents shall not interfere with the Project and shall abide by the rules of the Redeveloper or its contractor or subcontractors for the protection of workers or visitors, and to ensure compliance with applicable laws. If the City, in its reasonable judgment, determines that any work and materials are not in conformity with the Plans as the same were theretofore approved in writing by City, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction there over or not otherwise in conformity with sound building practice, City shall promptly notify Redeveloper in writing of same and the Redeveloper shall cause such deficiency to be corrected.

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

The following shall constitute Events of Defaults with respect to this Agreement:

1. Representations

If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to another party hereto pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Breach

Default in the performance or breach of any covenant, warranty or obligation of a party in this Agreement or in any other instrument executed by the Redeveloper to the benefit of

City and continuance of such default or breach for a period of thirty (30) days after another party hereto has given written notice thereof to such defaulting party hereto unless the other parties hereto shall agree to an extension of such time; or

3. Involuntary Bankruptcy

The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of a party hereto in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of a party hereto for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

4. Voluntary Bankruptcy

The commencement by a party hereto of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by an such entity of any assignment for the benefit of creditors or the failure of the Redeveloper in furtherance of any of the foregoing.

B. Remedies on Default

1. Specific Performance or Damages

Upon the occurrence of any Event of Default, the City may institute such proceedings as may be necessary or desirable at its option to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the Redeveloper in default or breach of its obligations. Redeveloper hereby waives any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

2. Restore Positions

In case any party hereto shall have proceeded to enforce its right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the said moving party, then and in every such cause the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceeding have been taken.

C. Agreement to Pay Attorney's Fees and Expenses

In the event Redeveloper should default under any of the provisions of this Agreement and City incurs expenses under this Agreement, the Redeveloper agrees that the City will be entitled to attorney fees and it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

D. Non-Payment of Real Estate Taxes or Sales Taxes

In the event that real estate taxes or sales and use taxes owed by the Redeveloper is not paid within thirty (30) days from the date that said taxes are due and owing during the term of this Agreement, the City, may, at its option, (a) make payment to the special tax allocation fund pertaining to the Redevelopment Project Area in which the Site is located a sum in the amount equal to the sum which the special tax allocation fund would have received from the real property taxes or sales and use taxes had the real estate taxes or sales and use taxes been paid, or (b) make payment of the real property taxes due and owing on the Site. The amounts so advanced by the City shall be immediately due and owing from the Redeveloper to the City and shall bear interest from the date of payment at the rate of local prime as stated by Bank of Springfield on a per annum basis until paid. The City shall have a lien against the Site for all amounts paid together with interest and all expenses incurred in the recovery of said amounts. The City may bring such actions as it may deem appropriate to enforce payment and/or foreclose the lien against the Site.

SECTION 11: OTHER RIGHTS AND REMEDIES OF CITY: NO WAIVER BY DELAY

A. No Waiver by Delay

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

B. Rights and Remedies Cumulative

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

SECTION 12: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

SECTION 13: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agree that during the completion of work provided for in this agreement that the following will apply:

A. Non-Discrimination

The Redeveloper and its contractor and subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin. The Redeveloper and its contractor and subcontractors shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or natural origin. Such action shall include but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, the Redeveloper and/or its contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non- discrimination clause.

B. Advertising

The Redeveloper and its contractor and subcontractors shall in all solicitation or advertisements for employees placed by or on behalf of the Redeveloper or its contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin.

C. Non-Compliance

In the event of the Redeveloper non-compliance with the non-discrimination clause of this Section, the City may cancel, terminate or suspend this Agreement in whole or in part.

D. Mandatory Inclusions of Provisions

The Redeveloper shall include the provisions of Subsections "A" and "B" of this Section in every contract or purchase order, and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

SECTION 14: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of references only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 15: CONFLICT OF INTEREST

Unless otherwise specifically authorized by the City Council, no member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with the respect to which this Agreement shall apply.

SECTION 16: DRAFTS NOT OFFER

No draft of or negotiations regarding this Agreement shall be construed to constitute an offer any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

SECTION 17: SEVERABILITY

If any provisions of this Agreement are found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

SECTION 18: WRITTEN AMENDMENT REQUIRED: ENTIRE AGREEMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement and the Exhibit (s) hereto contain the entire agreement between the parties.

SECTION 19: NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when

personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to City to: Office of Planning and Economic Development
800 East Monroe Street, Room 107
Springfield, Illinois 62701

With a copy to: City's Corporation Counsel at:
Office of Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, Illinois 62701

If to Redeveloper: Springfield Art Association
Attention: Betsy Dollar
700 N 4th Street
Springfield, IL 62701

Any party may add additional addresses or changes its address for purposes of receipt of any such communication by giving five (5) days written notice of such change to the other parties in the manner prescribed in this Article.

SECTION 20: BINDING EFFECT

The covenants, conditions, representations, warranties and agreements contained in this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 21: GOVERNING LAW

This Agreement shall be construed pursuant to the laws of the State of Illinois. The City and the Redeveloper voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Redeveloper. 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 agreement of the parties set forth in this Section.

SECTION 22: COUNTERPARTS

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

ATTEST:

**CITY:
CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation**

Frank Lesko, City Clerk

By: _____
Misty Buscher, Mayor *GBH*

STATE OF ILLINOIS

)

) SS.

COUNTY OF SANGAMON

)

REDEVELOPER:

Springfield Art Association

By: _____

STATE OF ILLINOIS)

)

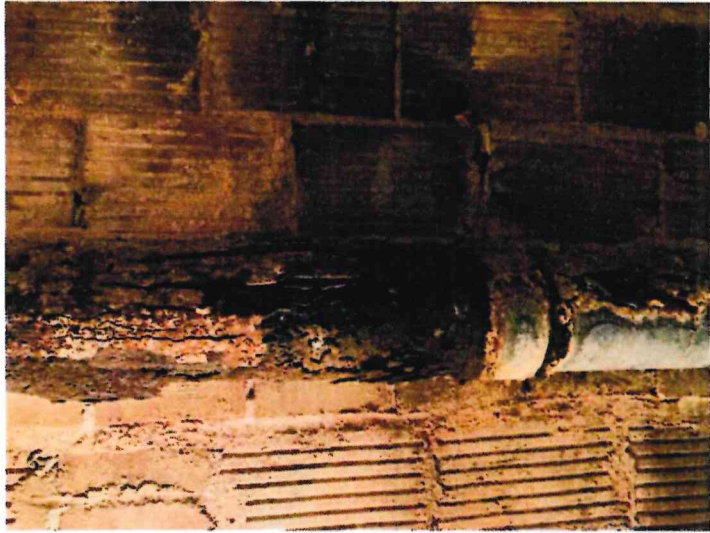
COUNTY OF SANGAMON)

On this _____ day of _____, 2024, before me personally appeared _____, known to me to be the person who executed the above and foregoing TIF Agreement and who this day represented to me that he is duly authorized to execute this Redevelopment Agreement and executed this TIF Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.

Work to be done in Broadwell Pharmacy Building

Replace compromised water line into the building including mater shut off valve.

Replace compromised water section of drain line adjacent to above mentioned water line.



ORDINANCE FACT SHEET

DATE OF 1st READING: October 1, 2024CONTACT PERSON: Val YazellOFFICE REQUESTING: OPEDPHONE NUMBER: 217-789-2377EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: 8,241SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH SPRINGFIELD ART ASSOCIATION, FOR FINANCIAL ASSISTANCE FOR THE PROPERTY LOCATED AT 101-105 NORTH 5TH STREET UTILIZING CENTRAL AREA TAX INCREMENT FINANCE FUNDS THROUCONTRACTOR / VENDOR NAME: Springfield Art Association

VENDOR NO: _____

CONTRACT TERM: 12 monthsChange in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$8,241

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	084	111	DEVL	SPAL	2110	8,241
2						
3						
4						

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

redevelopment agreement

STAFF ANALYSIS

AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH SPRINGFIELD ART ASSOCIATION, FOR FINANCIAL ASSISTANCE FOR THE PROPERTY LOCATED AT 101-105 NORTH 5TH STREET UTILIZING CENTRAL AREA TAX INCREMENT FINANCE FUNDS THROUGH THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT FOR AN AMOUNT NOT TO EXCEED \$8,241.00

Work is to be completed in the Broadwall Pharmacy Building located within the National Historic District in Downtown Springfield. This project will replace the compromised water line into the building including meter shut off valve. The project also includes replacing the compromised water section of the drain line adjacent to above mentioned water line. See attached photos. The total price for the scope of work is \$24,970. The TIF request is \$8,241 (33% of project cost). The Springfield Art Association does pay property taxes for this property.

FUNDS CHECK BY: Courtney Heinzl

Digitally signed by Courtney
Heinzl
Date: 2024.09.23 09:52:12 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Yazell, Valera

Digitally signed by Yazell, Valera
Date: 2024.09.20 12:16:31 -05'00'

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF: _____

(Mayor's Signature)



Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2024.09.23 10:58:25 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-415

AN ORDINANCE AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DOWNTOWN SPRINGFIELD, INC. TO PROVIDE ECONOMIC GROWTH WITHIN THE DOWNTOWN DISTRICT OF THE CITY OF SPRINGFIELD, IN AN AMOUNT NOT TO EXCEED \$50,000.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, the City and Downtown Springfield, Inc. desire to cooperate for the purpose of attracting new business and promoting and facilitation retention and expansion of existing businesses within the City of Springfield; and

WHEREAS, Downtown Springfield, Inc. is willing and able to provide said services in an amount not to exceed \$50,000.00; 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 38.42 pertaining to Professional Services; and

WHEREAS, a copy of the contract 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 a professional services agreement with Downtown Springfield, Inc. to provide economic growth with in downtown district of the City of Springfield. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Downtown Springfield, Inc. an amount not to exceed \$50,000.00 from account number 001-111-DEVL-DEVL-1218 upon satisfactory performance of the agreement.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

 9/26/24

Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Valera Yazell

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: September 23, 2024

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet to Downtown Springfield, Inc., for professional services to assist with economic development efforts in an amount not to exceed \$50,000.00 for Office of Planning and Economic Development.

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

**AGREEMENT BETWEEN
THE CITY OF SPRINGFIELD, ILLINOIS,
AND
DOWNTOWN SPRINGFIELD, INC**

**THIS AGREEMENT by and between the CITY OF SPRINGFIELD "City" and
DOWNTOWN SPRINGFIELD, INC, hereinafter called "DSI".**

WITNESSETH:

WHEREAS, the City and DSI desire to cooperate for the purpose of attracting new business and promoting and facilitating the retention and expansion of existing businesses within the City of Springfield, create a healthy, vibrant downtown, and

WHEREAS, DSI is willing and able to provide economic development support for the City in accordance with the terms of this Agreement which are designed to achieve the above purpose.

NOW, THEREFORE, it is agreed as follows:

**ARTICLE 1
Scope of Work**

DSI shall work collaboratively with the City and the Office of Planning and Economic Development (OPED) to provide economic growth within the downtown district of the City of Springfield as specified in the following articles and other inclusive initiatives.

**ARTICLE II
Performance of Services**

ACTIVATING DOWNTOWN

An essential element to the vibrancy of downtown is continuing to promote the active use of businesses, historic and educational institutions, and open space in the central business district.

DSI shall provide advertising, support, materials and entertainment for civic promotions and events open to the general public in the downtown business district to include events such as ones traditionally hosted by DSI:

- Old Capitol Farmers Market (January – December);
- Old Capitol Holiday Walks (November-December);
- Support for Fire-Affected Areas

Organization Tools

DSI will create and maintain an inventory of first floor and upper story spaces

DSI will make information available to other similar entities and OPED at the request of OPED regarding downtown vacancies as well as inquiries or contacts it receives for new or expanding business developments.

REPORTING

DSI shall report quarterly, on each of the deliverables noted above. The report shall accompany the payment notice.

REPRESENTATION

A representative of the City appointed by the Mayor shall serve on the board of DSI.

A table at the DSI Annual Dinner.

**ARTICLE III
Reimbursement**

As compensation for the services rendered, the City shall reimburse DSI on a quarterly basis per DSI Payment Notice. Quarterly amounts shall not exceed \$12,500 and an annual cumulative amount not to exceed \$50,000.

**ARTICLE IV
Notices**

Any notice, approval, acceptance, request, bill, demand or statement under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a mailbox in a postage-prepaid envelope, addressed to the other party at the below address. Either party may at any time change that address by delivering or mailing, as mentioned, to the other party a notice stating the change and the changed address.

To the City: Mayor Misty Buscher

To DSI: Downtown Springfield, INC

ARTICLE V
Term and Termination

The term of this Agreement shall be for the time period commencing March 1, 2024 and ending February 28, 2025. If, at any time, either party in its sole discretion desires to suspend or terminate either party's performance under this agreement, it shall give ninety (90) days prior notice in writing of such fact. In the event of such suspension or termination, the City shall not be liable for any costs, expenses or damages other than that for work actually performed prior to notice of suspension or termination.

ARTICLE VI
Nondiscrimination in Employment

DSI agrees to adhere to the provisions of Chapter 93 of the Code of the City of Springfield and particularly Section 93.13 thereof, which shall constitute the affirmative action program of this contract.

ARTICLE VII
Relationships

The performance of DSI's services under this Agreement shall be in the capacity of an Independent contractor and not as an agent or employee of the City of Springfield.

ARTICLE VIII
Applicable Laws and Policies

In the performance of this Agreement, DSI shall abide by and conform to any and all laws of the United States, State of Illinois, and ordinances, regulations and policies of the City of Springfield.

ARTICLE IX
Assignment

DSI shall not assign this Agreement to any person, firm or corporation without written consent of the City, nor shall this Agreement be assignable or transferable by any process or proceeding in court by judgment, receivership proceedings in insolvency or bankruptcy, voluntary or involuntary.

ARTICLE X
Certification

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

DSI certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If DSI 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, it shall so state.

ARTICLE XI
Entire Agreement

This agreement does not authorize an expenditure of the City of Springfield funds in excess of the amount authorized by the Springfield City Council unless the Springfield City Council specifically approves an additional expenditure. DSI agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City of Springfield exceeds the amount authorized by the Springfield City Council.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed
this ____ day of _____ **2024**

2023-594

AN ORDINANCE AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DOWNTOWN SPRINGFIELD, INC. TO PROVIDE ECONOMIC GROWTH WITHIN THE DOWNTOWN DISTRICT OF THE CITY OF SPRINGFIELD, IN AN AMOUNT NOT TO EXCEED \$50,000.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, the City and Downtown Springfield, Inc. desire to cooperate for the purpose of attracting new business and promoting and facilitation retention and expansion of existing businesses within the City of Springfield; and

WHEREAS, Downtown Springfield, Inc. is willing and able to provide said services in an amount not to exceed \$50,000.00; 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 38.42 pertaining to Professional Services; and

WHEREAS, a copy of the contract 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 a professional services agreement with Downtown Springfield, Inc. to provide economic growth within downtown district of the City of Springfield. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Downtown Springfield, Inc. an amount not to exceed \$50,000.00 from account number 001-111-DEVL-DEVL-1218 upon satisfactory performance of the agreement.

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

PASSED: _____, 2023

SIGNED: _____, 2023

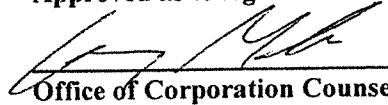
RECORDED: _____, 2023

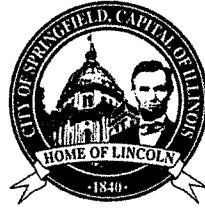
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 12/14/23
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Valera Yazell

FROM: Anthony Quinones – Central Purchasing 

DATE: December 12, 2023

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet to Downtown Springfield, Inc., for professional services to assist with economic development efforts in an amount not to exceed \$50,000.00 for Office of Planning and Economic Development.

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

**AGREEMENT BETWEEN
THE CITY OF SPRINGFIELD, ILLINOIS,
AND
DOWNTOWN SPRINGFIELD, INC**

**THIS AGREEMENT by and between the CITY OF SPRINGFIELD "City" and
DOWNTOWN SPRINGFIELD, INC, hereinafter called "DSI".**

WITNESSETH:

WHEREAS, the City and DSI desire to cooperate for the purpose of attracting new business and promoting and facilitating the retention and expansion of existing businesses within the City of Springfield, create a healthy, vibrant downtown, and

WHEREAS, DSI is willing and able to provide economic development support for the City in accordance with the terms of this Agreement which are designed to achieve the above purpose.

NOW, THEREFORE, it is agreed as follows:

**ARTICLE 1
Scope of Work**

DSI shall work collaboratively with the City and the Office of Planning and Economic Development (OPED) to provide economic growth within the downtown district of the City of Springfield as specified in the following articles and other inclusive initiatives.

**ARTICLE II
Performance of Services**

ACTIVATING DOWNTOWN

An essential element to the vibrancy of downtown is continuing to promote the active use of businesses, historic and educational institutions, and open space in the central business district.

DSI shall provide advertising, support, materials and entertainment for civic promotions and events open to the general public in the downtown business district to include events such as ones traditionally hosted by DSI:

- Old Capitol Farmers Market (January – December);
- Levitt AMP (May-August);
- Old Capitol Holiday Walks (November-December);
- First Fridays (February – October);

**AGREEMENT BETWEEN
THE CITY OF SPRINGFIELD, ILLINOIS,
AND
DOWNTOWN SPRINGFIELD, INC**

**THIS AGREEMENT by and between the CITY OF SPRINGFIELD "City" and
DOWNTOWN SPRINGFIELD, INC, hereinafter called "DSI".**

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WHEREAS, the City and DSI desire to cooperate for the purpose of attracting new business and promoting and facilitating the retention and expansion of existing businesses within the City of Springfield, create a healthy, vibrant downtown, and

WHEREAS, DSI is willing and able to provide economic development support for the City in accordance with the terms of this Agreement which are designed to achieve the above purpose.

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- Old Capitol Farmers Market (January – December);
- Levitt AMP (May-August);
- Old Capitol Holiday Walks (November-December);
- First Fridays (February – October);

INCREASING TAX BASE

DSI will create and maintain an inventory of first floor and upper story spaces

DSI will make information available to other similar entities and OPED at the request of OPED regarding downtown vacancies as well as inquiries or contacts it receives for new or expanding business developments.

REPORTING

DSI shall report quarterly, on each of the deliverables noted above. The report shall accompany the payment notice.

REPRESENTATION

A representative of the City appointed by the Mayor shall serve on the board of DSI.

A table at the DSI Annual Dinner.

ARTICLE III Reimbursement

As compensation for the services rendered the City shall reimburse DSI on a quarterly basis per DSI Payment Notice. Quarterly amounts shall not exceed \$12,500 and an annual cumulative amount not to exceed \$50,000.

ARTICLE IV Notices

Any notice, approval, acceptance, request, bill, demand or statement under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a mailbox in a postage-prepaid envelope, addressed to the other party at the below address. Either party may at any time change that address by delivering or mailing, as mentioned, to the other party a notice stating the change and the changed address.

To the City: Mayor Misty Buscher
Valera Yazell, OPED
800 E. Monroe
Springfield, IL 62701

To DSI: Jean Jachino- Downtown Springfield, INC
3 W. Old State Capitol
Springfield, IL 62701

ARTICLE V
Term and Termination

The term of this Agreement shall be for the time period commencing March 1, 2023 and ending February 29, 2024. If, at any time, either party in its sole discretion desires to suspend or terminate either party's performance under this agreement, it shall give ninety (90) days prior notice in writing of such fact. In the event of such suspension or termination, the City shall not be liable for any costs, expenses or damages other than that for work actually performed prior to notice of suspension or termination.

ARTICLE VI
Nondiscrimination in Employment

DSI agrees to adhere to the provisions of Chapter 93 of the Code of the City of Springfield and particularly Section 93.13 thereof, which shall constitute the affirmative action program of this contract.

ARTICLE VII
Relationships

The performance of DSI's services under this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of the City of Springfield.

ARTICLE VIII
Applicable Laws and Policies

In the performance of this Agreement, DSI shall abide by and conform to any and all laws of the United States, State of Illinois, and ordinances, regulations and policies of the City of Springfield.

ARTICLE IX
Assignment

DSI shall not assign this Agreement to any person, firm or corporation without written consent Of the City, nor shall this Agreement be assignable or transferable by any process or proceeding in court by judgment, receivership proceedings in insolvency or bankruptcy, voluntary or involuntary.

2023-594
2024-416

ARTICLE X
Certification

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

DSI certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If DSI 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, it shall so state.

ARTICLE XI
Entire Agreement

This agreement does not authorize an expenditure of the City of Springfield funds in excess of the amount authorized by the Springfield City Council unless the Springfield City Council specifically approves an additional expenditure. DSI agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City of Springfield exceeds the amount authorized by the Springfield City Council.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed
this ____ day of _____, 2024

Mayor Misty Buscher

GEM

Jean Jachino

2023-594
2024-416

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 12/19/23OFFICE REQUESTING: PLANNING & ECONOMIC DEVELOPMENTCONTACT PERSON: Valera YazellPHONE NUMBER: 789-2377EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Grant AgreementFISCAL IMPACT: \$50,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH DOWNTOWN SPRINGFIELD, INC., FOR AN AMOUNT NOT TO EXCEED \$50,000 FOR PROFESSIONAL SERVICES TO ASSIST THE CITY OF SPRINGFIELD OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT WITH ECONOMIC DEVELOPMENT EFFORTS.

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

CONTRACTOR / VENDOR NAME: Downtown Springfield, Inc.

VENDOR NO: _____

CONTRACT TERM: March 1, 2023 through February 28, 2024Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$50,000.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	DEVL	1218	\$50,000.00
2						
3						
4						

COMMENTS

This agreement is for professional services to assist the City of Springfield Office of Planning and Economic Development with economic development efforts.

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: 12/12/2023

CITY PURCHASING AGENT: _____

Date: 12/12/2023

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

2023-594

2024-416

ORDINANCE FACT SHEET

DATE OF 1st READING: October 1, 2024CONTACT PERSON: Val YazellOFFICE REQUESTING: OPEDPHONE NUMBER: 217-789-2377EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: 50,000SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH DOWNTOWN SPRINGFIELD, INC., FOR AN AMOUNT NOT TO EXCEED \$50,000 FOR PROFESSIONAL SERVICES TO ASSIST THE CITY OF SPRINGFIELD OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT WITH ECONTRACTOR / VENDOR NAME: Downtown Springfield Inc

VENDOR NO: _____

CONTRACT TERM: March 1, 2024 - February 28, 2025Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$50,000

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	DEVL	1218	\$50,000
2						
3						
4						

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

2025 Agreement

STAFF ANALYSIS

AN ORDINANCE AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH DOWNTOWN SPRINGFIELD, INC., FOR AN AMOUNT NOT TO EXCEED \$50,000 FOR PROFESSIONAL SERVICES TO ASSIST THE CITY OF SPRINGFIELD OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT WITH ECONOMIC DEVELOPMENT EFFORTS.

This agreement is for professional services to assist the City of Springfield Office of Planning and Economic Development with economic development efforts.

FUNDS CHECK BY: Courtney Heinzel

Digitally signed by Courtney Heinzel
Date: 2024.09.23 09:47:34 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Yazell, Valera

Digitally signed by Yazell, Valera
Date: 2024.09.20 12:11:52 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.09.23 09:25:17 -05'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2024.09.24 17:35:58 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-416

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$159,246.00 FROM THE CAPITAL EQUIPMENT FUND BOND REVENUE FOR THE PURCHASE OF THREE INTERCEPTORS FROM DANA SAFETY SUPPLY, INC., FOR THE SPRINGFIELD FIRE DEPARTMENT

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

WHEREAS, the Springfield Fire Department desires to replace two older vehicles and one older Staff vehicle for three Interceptors to be used by the Springfield Fire Department; and

WHEREAS, the vehicles being replaced are designated for surplus; and

WHEREAS, the Springfield Fire Department is requesting a supplemental appropriation in the amount of \$159,246.00 from the Capital Equipment Fund Bond Revenue for the purchase of three Police Interceptors from DANA Safety Supply, Inc.

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

Section 1: That the City Council hereby authorities a supplemental appropriation in the amount of \$159,246.00 from the Capital Fund Bond Revenue for the Springfield Fire Department to purchase three Interceptors from DANA Safety Supply, Inc.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation in the amount of \$159,246.00 from revenue line 094-107-GENC-24GO-0305 into expenditure line 094-108-FIRE-24GO-1502.

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

PASSED: _____, 2024

SIGNED: _____, 2024

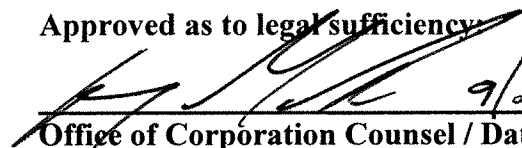
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency

Requested by: Mayor Misty Buscher

 9/26/24
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Springfield Fire Department

FROM: Mike Lesko, Purchasing Agent

DATE: August 14, 2024

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet with DANA Safety Supply, Inc., for the purchase of 3 Ford Interceptor Utility Vehicles in an amount not to exceed \$159,246.00 matching State of Illinois Contract Pricing for the Springfield Fire Department.

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	543777
Customer No.	MISC

Bill To
SPRINGFIELD IL FIRE IL

Ship To
(For Pickup - DROP) DROP IL

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/09/24	Ground		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Cody Craig			Cody Craig - Oklahoma	CANNY		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INFO SPRINGFIELD IL FIRE Warehouse: DROP		0.0000	0.00
3	3	N	VEHICLE WHITE FORD PIU - 42900 Each Warehouse: DROP LIST ALL VEHICLE INFO - TO INCLUDE DEALER PROVIDING VEHICLE IF REQUIRED YEAR: MAKE: MODEL: EMPSCG1SLS3E Headlight Knockout - Blue/White Warehouse: DROP mpower® 3" 3-Wire Light w/ Stud Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Dual Color - Blue/White		42,900.0000	128,700.00
3	3	N	EMPSCG1SLS3D Headlight Knockout - Blue/White Warehouse: DROP		115.0000	345.00
3	3	N	EMPSCG1SLS3D Headlight Knockout - Red/White Warehouse: DROP 3" 3-Wire Light w/ Stud Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Dual Color - Red/White		115.0000	345.00

Print Date	08/09/24
Print Time	01:42:00 AM
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Printed By: Cody Craig

Continued on Next Page

2024-417

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	543777
Customer No.	MISC

Bill To
SPRINGFIELD IL FIRE IL

Ship To
(For Pickup - DROP) DROP IL

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/09/24	Ground	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Cody Craig		Cody Craig - Oklahoma	CANNY		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	N	ENFWB VISOR / RED/BLUE With Scene Warehouse: DROP	1,061.0000	3,183.00
6	6	N	PMP2BKUMB4 SOI 2020 PIUT UNDER MIRROR MNT BRACKET, EACH Warehouse: DROP	25.0000	150.00
6	6	N	ENT3B3RBW Under Mirror RBW Warehouse: DROP	185.0000	1,110.00
3	3	N	ELUC3H010D Headlight Knockout - RW Warehouse: DROP	77.0000	231.00
3	3	N	ELUC3H010E Headlight Knockout - BW Warehouse: DROP	77.0000	231.00
3	3	N	EMPSA05C2-D 1/4 GLASS - RED/WHITE Warehouse: DROP 4"x2" mpower Fascia with Stud Mount 24 LED (Dual) 9-32 Volt SAE with 1.5' Pigtail Black HOusing with Clear Lens RED/WHT	185.0000	555.00

Print Date	08/09/24
Print Time	01:42:00 AM
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2024-417

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Telephone: 800-845-0405

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Customer No.	MISC

Bill To

SPRINGFIELD IL FIRE
IL

Ship To

(For Pickup - DROP)
DROP
IL

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
08/09/24	Ground		QUOTED FREIGHT		NET30
Entered By		Salesperson		Ordered By	Resale Number
Cody Craig		Cody Craig - Oklahoma		CANNY	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	N	EMPSA05C2-E 1/4 GLASS - BLUE/WHITE Warehouse: DROP	185.0000	555.00
6	6	N	4x2 Light w/ Stud Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 24 LED, Dual Color - Blue/White PMPSAWSSSB SOI 4X2 MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: DROP	15.0000	90.00
6	6	N	EMPSCG2STS5RBW License Plate - See Programming Warehouse: DROP	125.0000	750.00
3	3	N	Red/Blue Warning Red - Brake Function White - Reverse Function PMP2BRK2LPV SOI LICENSE PLATE BRACKET, VERTICAL MNT FOR 4" MPOWER Warehouse: DROP	27.0000	81.00
3	3	N	ETTFUT-16 SOI PLUG-IN TAILLIGHT FLASHER - 2016+ PIUT Warehouse: DROP	85.0000	255.00

Print Date	08/09/24
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Page No.	3

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2024-417

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4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	543777
Customer No.	MISC

Bill To
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Ship To
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Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/09/24	Ground		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Cody Craig		Cody Craig - Oklahoma		CANNY		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
3	3	N	EMPAK017JS Rear Spoiler RA Driver / BA Passenger Warehouse: DROP Arrow Function on Outer Edge Only		951.0000	2,853.00
6	6	N	Do No Program Lightbar for Arrow ELUC3H010J Taillight RB Warehouse: DROP		75.0000	450.00
3	3	N	C-VS-1012-INUT-2 HAV 22" ANGLED CONSOLE, 20-25 PIU Warehouse: DROP Vehicle-Specific 22" Angled Console For 2020-2025 Ford Interceptor Utility Console C-VS-1012-INUT-2 will need CM014248-1 for all models before 2025		441.0000	1,323.00
3	3	N	C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: DROP		274.0000	822.00
3	3	N	C-MD-204 HAV LOW PROFILE TILT/SWIVEL MOTION DEVICE Warehouse: DROP		76.0000	228.00
3	3	N	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: DROP		50.0000	150.00

Print Date	08/09/24
Print Time	01:42:00 AM
Page No.	4

Printed By: Cody Craig

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2024-417

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(For Pickup - DROP)
DROP
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Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/09/24	Ground	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Cody Craig		Cody Craig - Oklahoma	CANNY		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	N	C-LP2-USB-BL2 HAV CONSOLE ACCESSORY BRACKET W/ 2 LIGHTER PLUG Warehouse: DROP	110.0000	330.00
3	3	N	C-ARM-103 HAV FLIP-UP ARMREST, ATTACHES TO CONSOLE Warehouse: DROP	182.0000	546.00
6	6	N	EMPSCG1QMS3J Liftgate when Raised Up Warehouse: DROP	115.0000	690.00
3	3	N	3" 3-Wire Light w/ Quick Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Dual Color - Red/Blue ENGSA5100RSP 500 SERIES REMOTE HEAD SIREN BLUEPRINT Warehouse: DROP	731.0000	2,193.00
3	3	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: DROP	195.0000	585.00
3	3	N	100J series composite speaker w/ universal bail brkt-100 watt ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: DROP	45.0000	135.00

Print Date	08/09/24
Print Time	01:42:00 AM
Page No.	5

Printed By: Cody Craig

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2024-417

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	543777
Customer No.	MISC

Bill To
SPRINGFIELD IL FIRE IL

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Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/09/24	Ground		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Cody Craig		Cody Craig - Oklahoma		CANNY		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
3	3	N	MB8U25 TESSCO 25 FT ANTENNA CABLE WITH 3/4 IN BRASS MOUN Warehouse: DROP		35.0000	105.00
3	3	N	INFO RADIO AND ANTENNA PROVIED FOR INSTALL Warehouse: DROP		0.0000	0.00
6	6	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: DROP		45.0000	270.00
3	3	N	ENGLMK008 SOI BLUEPRINT PIU LINK MICRO KIT Warehouse: DROP		275.0000	825.00
3	3	N	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: DROP		300.0000	900.00
3	3	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DROP		2,600.0000	7,800.00
3	3	N	3050 TRANSPORT LITTLE ROCK TO SPRINGFIELD IL Warehouse: DROP		620.0000	1,860.00

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2024-417

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	543777
Customer No.	MISC

Bill To

SPRINGFIELD IL FIRE
IL

Ship To

(For Pickup - DROP)
DROP
IL

Contact:
Telephone:
E-mail:

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/09/24	Ground	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Cody Craig		Cody Craig - Oklahoma	CANNY		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	N	INFO ALL FACEPLATES PROVIDED FOR INSTALLATION Warehouse: DROP	0.0000	0.00
3	3	N	CAB.01721 TAOGLAS SMA(M) TO RG-174 to RP-SMA(F) 5000 MM, 16FT Warehouse: DROP	0.0000	0.00
3	3	N	SMA(M) to RG-174 to RP-SMA(F) 5000mm - 16ft wifi MA145.A.LBC.006 TAOGOLAS ANTENNA 3 METER Warehouse: DROP	0.0000	0.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days					

Print Date	08/09/24
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Subtotal	158,646.00
Freight	600.00
Order Total	159,246.00

2024-417

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Fire DepartmentCONTACT PERSON: Ed CannyPHONE NUMBER: 217-788-8474EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$159,246.00

SUGGESTED TITLE: Ordinance authorizing the supplemental appropriation from the Capital Equipment Fund Bond Revenue in an amount not to exceed \$159,246.00 for the purchase of three (3) Police Interceptors from DANA Safety Supply, Inc. for the Springfield Fire Department

CONTRACTOR / VENDOR NAME: Dana Supply VENDOR NO: _____CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$159,246.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- ☒ Low Bid ☒ Other: Meet State Contr
☒ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	094	107	GENC	24GO	0305	\$159,246
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount	
1		094	108	FIRE	24GO	1502	\$159,246
2							
3							
4							

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

Sales Quote #543777

STAFF ANALYSIS

The Fire Department is replacing two older Fire Safety vehicles and one older Staff vehicle. The vehicles being replaced are designated for surplus.

FUNDS CHECK BY: Courtney HengilDate: 08.14.2024DIRECTOR / SUPERVISOR: Canny, Edward Digitally signed by Canny, Edward
Date: 2024.08.13 16:00:05 -05'00'

Date: _____

CITY PURCHASING AGENT: Michael RentoDate: 8-14-2024

SIGN OFF: _____

(Mayor's Signature) CEM(Director of OBM) Ramona Metzger 8/14/24

The information supplied on this form is not confidential information.

2024-417

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$1,017,961.00 FROM THE CAPITAL EQUIPMENT FUND BOND REVENUE FOR THE PURCHASE OF A PIERCE ENFORCER PUMPER FROM MACQUEEN EQUIPMENT, LLC, FOR THE SPRINGFIELD FIRE DEPARTMENT

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

WHEREAS, the Springfield Fire Department desires to purchase a Pierce Enforcer Pumper from MacQueen Equipment, LLC; and

WHEREAS, there is a discount of \$111,339.00 if paid in full at the time of contract signing; and

WHEREAS, the Springfield Fire Department is requesting a supplemental appropriation in the amount of \$1,017,961.00 from the Capital Equipment Fund Bond Revenue for the purchase of a Pierce Enforcer Pumper from MacQueen Equipment, LLC

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

Section 1: That the City Council hereby authorities a supplemental appropriation in the amount of \$1,017,961.00 from the Capital Fund Bond Revenue for the Springfield Fire Department to purchase a Pierce Enforcer Pumper from MacQueen Equipment, LLC.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation in the amount of \$1,017,961.00 from revenue line 094-107-GENC-24GO-0305 into expenditure line 094-107-FIRE-24GO-1503.

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

PASSED: _____, 2024

SIGNED: _____, 2024

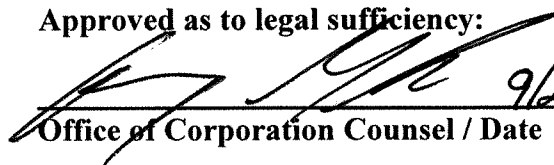
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/26/24
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Springfield Fire Department

FROM: Mike Lesko, Purchasing Agent

DATE: August 14, 2024

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet with MacQueen Equipment LLC, for the purchase of 1 One Pierce Enforcer Pump for an amount of \$1,017,961.00 for the Springfield Fire Department.

MacQueen Equipment LLC was the selected contractor to provide Fire Engines per RFP FD23-07, and this Pierce Unit will match existing fleet. In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.



Option List

7/25/2024

Customer: Springfield FD, City of
Representative Yurtec, Mike
Organization: MacQueen Emergency Group
Requirements Manager:
Description: Springfield FD - 2024 8410 Enforcer Engine
Body: Pumper, Medium, Aluminum, 2nd Gen
Chassis: Enforcer Chassis

Bid Number: 1383
Job Number:
Number of Units: 1
Bid Date: 01/31/2024
Stock Number:
Price Level: 49 (Current: 49)
Lane:

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel	1
			Fill in Blank - cab of job #33683 and body of job #39005 & 39007	
7	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
12	0620362		Consortium, HGAC	1
13	0537375		Unit of Measure, US Gallons	1
14	0030006		Bid Bond Not Requested	1
15	0816569		Performance Bond, Not Requested, PPI Terms	1
16	0000007		Approval Drawing	1
17	0082910		Drawing, Compartment Layout, Standard Pumper Body	1
18	0002928		Electrical Diagrams	1
19	0649754		Enforcer Chassis	1
20	0000110		Wheelbase	1
			Wheelbase - 198.50 inches	
21	0000070		GVW Rating	1
			GVW rating - 45,000#	
22	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
23	0648354		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1
24	0633906		Axle, Front, Oshkosh TAK-4, Non Drive, 18,000 lb, Enforcer	1
25	0633905		Suspension, Front TAK-4, 18,000 lb, Enforcer/SFR	1
26	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
27	0000322		Oil Seals, Front Axle	1
28	0739662		Tires, Front, Goodyear, G751 MSA, 315/80R22.50, LRL, Speed Rating	1
29	0019575		Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1
30	0530459		Axle, Rear, Meritor RS25-160, 27,000 lb, Saber/Enforcer	1
31	0818736		Top Speed of Vehicle, 75 MPH/120 KPH, Non-NFPA/ULC 2024	1
32	0555351		Suspen, Rear, Hendrickson FMX 272 EX, Air Ride, 27,000 lb	1
33	0000485		Oil Seals, Rear Axle	1
34	0798161		Tires, Rear, Goodyear, G751 MSA, 315/80R22.50, LRL, Single, Fire Service Speed R	1
35	0641529		Wheels, Rear, Accuride, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
36	0568081		Tire Balancing, Counteract Beads	1
37	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
38	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
39	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
40	0002045		Mud Flap, Front and Rear, Pierce Logo	1
41	0617577		Chocks, Wheel, Worden HWG- SB, Super Gripper	1
			Qty, Pair - 01	
42	0646364		Mounting Brackets, Chocks, Worden Safety, Model U815T	1
			Location, Wheel chock - one (1) in front and one (1) behind the rear axle on the driver's side	
			Qty, Pair - 01	

Line	Option	Type	Option Description	Qty
43	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1
44	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
45	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
46	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
47	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Frame color	
48	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
49	0000790		Brake Lines, Nylon	1
50	0636573		Inlet/Outlet, Air, Female Fitting, Milton "M"	1
			Location, Air Coupling(s) - a) DS Step Area	
			Qty, Air Coupling (s) - 1	
51	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
			Paint Color, Air Tanks - Frame color	
52	0660232		Drain, Remote Air Tank, Single Valve, All tanks, Location	1
			Location - under the most forward outside edge of the pump panel running board	
53	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
54	0808535		Engine, Cummins X10, 450 hp, 1250 lb-ft, W/OBD, EPA 2027, Saber FR/Enforcer	1
55	0811409		Not Required, Engine Contingency Adjustment	1
56	0001244		High Idle w/Electronic Engine, Custom	1
57	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
58	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
59	0644573		Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
60	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - 5" x 7" x 5" (Premium)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - Flush With Rub Rail	
			Tip, Exhaust - Straight Tip (Standard)	
61	0788765		Radiator, Saber FR/Enforcer	1
62	0001090		Cooling Hoses, Rubber	1
63	0630617		Fuel Tank, 65 Gallon, Left Side Fill, w/ Air Suspension, Aluminum	1
			Finish - Unfinished	
64	0001129		Lines, Fuel	1
65	0618791		DEF Tank, 4.5 Gallon, LS Fill, Forward of Axle, Common Air Bottle Door	1
66	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
67	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
68	0699437		Cooler, Chassis Fuel, Not Req'd.	1
69	0645743		Fuel/Water Separator, Racor 690R1210, 10 Micron, Heater, IATS, ISL9	1
70	0887559		Trans, Allison 6th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
71	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
72	0684459		Transmission Oil Cooler, Modine, External	1
73	0804209		Engraving, Transmission Dipstick Cap, "Synthetic Trans Fluid Only" TES-668	1
74	0024895		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 5 speed	1
75	0801878		Fluid, 3000 Series Trans, Allison Approved TES-668 Synthetic, IPOS, Custom	1
76	0001370		Driveline, Spicer 1710	1
77	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
78	0509229		Steering Wheel, 2 Spoke	1
79	0550144		Logo/Emblem, on Horn Button	1
			Text, Row (1) One - CITY OF	
			Text, Row (2) Two - SPRINGFIELD	
			Text, Row (3) Three - FIRE DEPT.	
80	0606441		Bumper, 19" Extended, Steel Painted, Saber FR/Enforcer	1
81	0640197		Tray, Hose, Center, 19" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 21) 150' of 1.75"	
82	0633479		Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
			Qty, Pair - 01	
83	0778092		Lift & Tow Package, Enforcer	1
84	0527277		Tow Eyes, Painted, Chicago Style, Below Deck	1

Line	Option	Type	Option Description	Qty
85	0030434		Travel Stops, Front Inlet/Outlet Swivel, Qty & Location Location - positioned one (1) each side of the 2 1/2" front bumper outlet to keep the swivel from behind the front bumper (175 degrees) Qty, - 02	2
86	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
87	0625644		Cab, Enforcer, 8410	1
88	0647919		Engine Tunnel, ISL, Spray Insulation, Saber FR/Enforcer	1
89	0887601		Cab Insulation, Enforcer/Saber FR	1
90	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
91	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
92	0644201		Material, Exterior Rear Wall - Aluminum Treadplate Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
93	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
94	0648912		Scuffplates, S/S At Cab Door Jambs and Handrails Material Trim/Scuffplate - c) S/S, Polished	1
95	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
96	0015440		No Chrome Molding, On side of cab	1
97	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
98	0517525		Mirrors, 8" K-10 Eyeball, PS Cab Front, Front Cross View	1
99	0648172		Door, Full Height, Saber FR/Enforcer 4-Door Cab, Raised Roof Key Model, Cab Doors - 751 Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	1
100	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
101	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
102	0771001	SP	Electric Door Locks, Cab Doors, EMS Doors, Conceal Sw Loc, QXSAXT/Sab/Enf/DCF Location - forward bulkhead, midway up, on LS3. (Match job #39005)	1
103	0638310		Steps, 4-Door Cab, Saber FR/Enforcer Step Well Material - Aluminum Treadplate	1
104	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
105	0892638		Lights, Cab & Crw Cab Accs Stps, P25, LED w/Bezel, 6lts Color, Trim - Chrome Housing	1
106	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
107	0557023		Handrail, 10", Below Cab Windshield, Pair	1
108	0621815		No Windows, Side of Crew Cab, 84" Enforcer	1
109	0012090		Not Required, Windows, Front/Side of raised roof	1
110	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
111	0894528	SP	Compt, Transverse Crew Cab, 50 H Upr, Lap Int, Dbl Pan, Louvers, 84" Enf Light, Tall Transverse Compt - Pierce, Both Sides Louvers - Door Scuffplate, Material/Finish - S/S, Polished Finish, Cab Compt/Component - Cab Interior Door, Cab Exterior Cabinet - Double Pan, (2), Non-Locking Door, Exterior Stop - 2-Stay Arm Door, Cab Interior Cabinet - (2) Lap, Inboard, (2) Paddle, Non-Locking	1
112	0791333	SP	Shelf, Adjustable, w/Tracks, Cab Exterior Compartment, 2.00" Lip Qty, - 04 location - two in each trans compartment, upper third. Match 37340	4
113	0737302	SP	Tubes, (3) Pike Pole, (2) LS / (1) RS, Storage, High in Transverse Compartment Pike Pole Make and Model - 3 NY Roof Hooks	1
114	0745808		Scuffplate, Inner Door Pan, Aux Cab Compts, Pair Material Trim/Scuffplate - c) S/S, Polished	1
115	0722796		Dash, Poly, Saber FR/Enforcer	1
116	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer Mounting Provision Spacing - 1.00" Material Finish, Cab Interior - Painted	1
117	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Engine Tunnel Cover - Painted Cab Interior Rear Wall Material - Painted Aluminum	1
118	0753903		Cab Interior, Paint Color, Saber FR/Enforcer Color, Cab Interior Paint - d) red	1
119	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1

Line	Option	Type	Option Description	Qty
120	0722696		HVAC, Standard-Duty, Enforcer, CARE HVAC System, Filter Access - Tool Free Panel Auxiliary Cab Heater - Both HVAC System, Control Loc. - Panel Position #12 Plenum Cover Material - Formed Plastic	1
121	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf Sun Visor Retention - Thumb Latch	1
122	0622887		Grab Handles, Driver Door Post, Officer Door Post Low, Saber FR/Enforcer	1
123	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim Qty, - 01	1
124	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT Latch, Door, Storage - Lift and Turn Latch, Flush	1
125	0583039		Not Required, Side Roll and Frontal Impact Protection	1
126	0622619		Seating Capacity, 4 Seats	1
127	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, PRIMARY, SFR/Enf	1
128	0636946		Seat, Officer, Pierce PSV, Fixed, SCBA, PRIMARY, SFR/Enf	1
129	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer Latch, Door, Storage - Southco C2 Chrome Raised	1
130	0820054		Cabinet, Rear Facing, LS, 23 W x 43 H x 26.75 D, Web, Ext Acc, SFR/Enf Light, Short Cabinet - Pierce, Exterior, Right Side and Pierce, Interior, Right Side Scuffplate, Material/Finish - S/S, Polished Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Locking #751 Door, Exterior Stop - Web Strap Louvers, Cabinet - 0-No Louvers Fastener, Web, Cab Cabinet - 1" Side Release, Top	1
131	0102783		Not Required, Seat, Rr Facing C/C, Center	1
132	0820055		Cabinet, Rear Facing, RS, 22 W x 43 H x 26.75 D, Web, Ext Acc, SFR/Enf Light, Short Cabinet - Pierce, Exterior, Left Side and Pierce, Interior, Left Side Scuffplate, Material/Finish - S/S, Polished Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Locking #751 Door, Exterior Stop - Web Strap Louvers, Cabinet - 0-No Louvers Fastener, Web, Cab Cabinet - 1" Side Release, Top	1
133	0108189		Not Required, Seat, Forward Facing C/C, LS Outboard	1
134	0770018	SP	Seat, Fwd Fcng C/C, Ctr, (2) Pierce PSV, SCBA, 17" Btm, 11" Sp,SECONDARY,SFR/Enf	1
135	0108190		Not Required, Seat, Forward Facing C/C, RS Outboard	1
136	0894656	SP	Enclosure, 3-Sided, Above Cabinet, 1" Web Location - Above DS and PS rear facing EMS Qty, - 02 Type of fastener - 1" side release Restraint Location - Bottom (towards the ground)	2
137	0752005		Lip, Top of Interior Cabinet, All Sides Location - on top of the interior raised section of the saddle / transverse compartments, one (1) each side Qty, - 02 Lip - 1.00"	2
138	0745745	SP	Shelf, Permanent, 1" Lip, Top the EMS Compartment Location - each of the saddle compartments Qty, Shelf - 02 Material Finish, Shelf - Painted - Cabinet Interior	2
139	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Qty, - 04	4
140	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 03	3
141	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1

Line	Option	Type	Option Description	Qty
142	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
143	0600600		Lights, Dome, FRP Dual LED 6 Lts, Non-MUX Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches Control, Dome Lt Color - Lens Switch	1
144	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
145	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
146	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX Emergency Switching - Individual Switches	1
147	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
148	0543907		Light, Do Not Move Apparatus, Wln L32LRF, Red LED Beacon Alarm, Do Not Move Truck - Steady Alarm	1
149	0792549	SP	Messages, Open Dr/DNMT, Each Side Compt, Mux Enforcer Pumper	1
150	0611683		Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	1
151	0802940		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer Location, Wiper Control - Standard Location	1
152	0820921		Wiring, Spare, 4.8 A 12V DC, USB Term, Blue Sea 1045, Batt Dir, 1st NFPA1900 Qty, - 01 12vdc power from - Battery direct Location - TBD	1
153	0820894		Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900 Location, Wiring - TBD 12vdc power from - Battery direct	1
154	0820897		Wiring, Spare, 15 A 12V DC, Batt Dir, 2nd NFPA1900 Wire termination - 10-Place Bus Bar w/Cover Location, Wiring - TBD 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover	1
155	0819994		Radio, Jensen, AM/FM/WB, Bluetooth Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew Antenna, AM/FM Radio - Roof-mounted rubber antenna LS Location, AM/FM Radio - e) switch panel	1
156	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714 System Of Measurement - US Customary	1
157	0816633		Collision Mitigation, HAAS Alert (R2V), HA7 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
158	0820299		Seat Belt Monitor w/CZ Display, NFPA 1900	1
159	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 02 Location, Antenna Mount - Left And Right Side	2
160	0808063		Camera, Pierce, 7" HD, RS, R, Cameras, AHD Color - 1) black Location, Camera Monitor - Driver Side Dash	1
161	0814831		Not Required, Camera Switcher	1
162	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT Color, Antenna - Black Antenna Module Housings - Black Housing with Power and Status Ind	1
163	0896456		Prognostics, Electrical System	1
164	0624253		Electrical System, Enforcer MUX	1
165	0079211		Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud	1
166	0008621		Battery System, Single Start, All Custom Chassis	1
167	0546514		Battery Compartment, Stainless Steel, Saber/Enforcer Material Finish - Unpainted	1
168	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
169	0814869		Location, Cab, Charger, Behind Driver Seat	1
170	0811943		Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
171	0814872		Location, Cab, Ind/Remote, Display Through Window Behind Driver Seat	1
172	0016837		Shoreline, 20A 120V, Straight Blade NEMA 5-20 Qty, - 01 Connection, Shoreline - battery charger/compressor and 110V shoreline powered receptacles	1

Line	Option	Type	Option Description	Qty
173	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Step Well	
174	0764491		Alternator, 420 amp, Leece-Neville BLP4003	1
175	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
176	0823481		Headlights, Rect LED, Truck-Lite, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Trim - Chrome Housing	
177	0625953		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR	1
			Color, Lens, LED's - m)match LED's	
178	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
179	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	1
			Light Guard - No Guards	
180	0647929		Lights, Directional/Marker, Cab Front Side, Truck-Lite	1
			19036YLED,AXT/EnfMUX/DCF	
181	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
182	0804519		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw w/Flange	1
			Color, Lens, LED's - Clear	
			Color, Trim - Chrome Trim	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
183	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
184	0663884		Bracket, License Plate & Light, P25 LED, Temp Under Tailbrd	1
			Location - left side	
185	0589905		Alarm, Back-up Warning, PRECO 1040	1
186	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
187	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
188	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
189	0769567		Lights, Perimeter, Amdor AY-LB-12HW012 12", Brkt	6
			Qty, Lights - 06	
			Location, Additional Perimeter Lights - Under Compt D3, 1lt, Under	
			Compt P3, 1lt, Each Side Under Front Bumper, 2lts and Each Side Under	
			Tailboard, 2lts	
190	0896454		Enhanced Software for Perimeter Lts	1
191	0566799		Lights, Step, P25 LED 4lts, Ign, Prk Brk Activated	1
192	0735836		Light, Roof Mt, HiViz, FT-B-46-*-* , Cnt Feature	1
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - Flood/Spot	
193	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	1
			Qty, - 01	
			Location, driver's/passenger's/center - Centered	
			Color, Wln Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Scene Light Optics - Flood/Spot	
194	0774255		Lights, HiViz FT-MB-2.18-*-* , 20.60", 1st	1
			Location - DRIVER'S SIDE - over the driver's door of the cab	
			Qty, - 1	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw	
			Panel PS	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - combination	
195	0774253		Lights, HiViz FT-MB-2.18-*-* , 20.60", 2nd	1
			Location - OFFICER'S SIDE - over the officer's door of the cab	
			Qty, - 1	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw	
			Panel PS	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - combination	
196	0773312		Lights, HiViz FT-MB-2.18-*-* LED, 2nd	1
			Location - OFFICER'S SIDE - one (1) on top of the side compartments,	
			centered over the RS2 compartment	
			Qty, - 01	
			Control, Scene Lts - RS Scene Lts	
			Color, Lt Housing HiViz - Black	

Line	Option	Type	Option Description	Qty
196			Scene Light Optics - combination	
197	0773313		Lights, HiViz FT-MB-2.18-* LED, 1st	1
			Location - DRIVER'S SIDE - one (1) on top of the side compartments, centered over the LS2 compartment	
			Qty, - 01	
			Control, Scene Lts - LS Scene Lts	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - combination	
198	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
199	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear	
200	0893125	SP	Lights, Rear Scene, HiViz FT-MB-2.6-* 7.90" 2Lts	1
			Control, Rear Scene Lts - Cab Switch Panel DS, Cab Switch Panel PS and Body Switch, DS Rear Bulkhead	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - combination	
201	0787447		Lights, Walk Surf, Dual LED Light Strips, Cargo Area, Bdy Stp Lt	1
202	0897573		Switch, Momentary, Silence Alarm	1
			Location - overhead panel "A" far right side	
			Qty, - 01	
			Color - 2) red	
203	0060115		Pumper, Medium, Aluminum, 2nd Gen	1
204	0554271		Body Skirt Height, 20"	1
205	0013492		Tank, Water, 750 Gallon, Poly, Med, New York Style	1
206	0003405		Overflow, 4.00" Water Tank, Poly	1
207	0028107		Not Required, Foam Cell Modification	1
208	0635329		Modified Poly Tank & Cradle, Ext'd To Rear, Pumper	1
209	0698775		Tank Cradle, Stainless Steel, Pumper	1
210	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
211	0003429		Not Required, Direct Tank Fill	1
212	0003424		Not Required, Dump Valve	1
213	0048710		Not Required, Jet Assist	1
214	0030007		Not Required, Dump Valve Chute	1
215	0514778		Not Required, Switch, Tank Dump Master	1
216	0618241		Hose Bed, Aluminum, Pumper, New York Style	1
			Material Trim/Scuffplate - b) S/S, Brushed	
217	0723549		Painted Hose Bed	1
			Paint Color, Hose Bed Interior - Match Lower Body	
218	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - 150 ft of 1 3/4" DJ 200 ft of 1 3/4" DJ 1,000 ft of 5" LDH 600 ft of 2 1/2" DJ 200 ft of 2 1/2" DJ 250 ft of 1 3/4" DJ	
219	0652742		Divider, Hose Bed, .25" Unpainted, Special Height	5
			Qty, Hosebed Dividers - 5	
			Height, Hosebed Divider - 27" per AD print	
220	0807439		Hose Restraint, Hose Bed, Web, Top	1
			Fastener, Top Restraint, Front - Bungee Cord and Hook	
			Fastener, Top Restraint, Sides - Bungee Cord and Hook	
221	0807425		Hose Restraint, Hose Bed, Web, Rear	1
			Fastener, Rear Restraint, Bottom - Velcro Straps/Footman Loops	
222	0777988	SP	Notch in Hose Bed Divider, Center	5
			Location - In center of each divider, 12" 45 degree angle downward and upward with a straight section of 18", match job 35017	
			Qty, - 05	
			Size - 12" at 45 degree angle downward and upward with 18" center section	
223	0065896	SP	Partition, Hose Bed, Front Sheet to Cross Divider	1
			Location - adjustable left and right, installed on the left side of the hosebed, forward section over the water tank, to create a storage area behind the tank fill tower and ahead of the main cross divider - for storage of foam pails	
			Qty, - 1	
224	0506478		Platform/Wind Deflector, Front of Hose Bed, Gas Struts	1
225	0695399		Running Boards, 14.75" Deep, Front and Rear 45 Degree Corners	1
226	0681766		Tailboard, 16" Deep, Full Width, Extended Substructure, Angled Corners	1
227	0690027		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1

Line	Option	Type	Option Description	Qty
228	0889214		Tow Eyes, w/Tow Bar, 2G Pumper	1
229	0590926		Hose Restraint, Running Board, Velcro Straps	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
230	0815707		Tray, Hose, Running Board, Free Floating, Special Capacity, Tapered	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
			Capacity, Hose Tray - minimum of 25 feet of 5" LDH	
			Tapered Corners - Both	
231	0895820		Construction, Compt, Alum, 2G Pumper	1
232	0023650		LS 152" Rollup, Full Height Front & Rear, FDLER	1
233	0063658		RS 152" Rollup, Full Height Front & Rear, FDLER	1
234	0796649		Doors, Rollup, ROM Series IV, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door - ROM Series IV Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
235	0582094		Compt, Flush Rear, Double Door, 30.75" FF, 25.88" D	1
236	0073910		Doors, Lap w/"D" Handles-Rear Compt	1
237	0584381	SP	No Body Modification Required, Air Suspension, Approval Required	1
238	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper	6
			Qty, Door Accessory - 06	
			Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2 and RS3	
239	0004012		Scuffplate, Polished S/S, Inside Each Compartment Door	2
			Qty, Door Accessory - 02	
			Location, Door Accessory - B1, each door	
240	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
241	0687146		Shelf Tracks, Painted	7
			Qty, Shelf Track - 07	
			Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1	
242	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	14
			Qty, Shelf - 14	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - RS4-Transition Point, RS2-Centered, RS4-Upper Third, RS3-Upper Third, RS1-Upper Third, LS2-Centered, B1-Centered, LS4-Upper Third, LS3-Upper Third, LS1-Upper Third	
			Right of Partition, LS3-Transition Point, LS4-Transition Point, RS3-On Hyd	
			Ladder Actuator Cover - Full Depth Sect and RS1-On Hyd Ladder Actuator	
			Cover - Full Depth Sect	
243	0709690		Tray, 250 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations	1
			Qty, Tray (slide-out) - 01	
			Location, Shelves/Trays, Predefined - LS3-Lower Third	
			Material Finish, Tray - Painted - Spatter Gray	
244	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	5
			Qty, - 05	
			Location, Tray Slide-Out, Floor Mounted - RS1, RS3, LS1 - Left of	
			Partition, B1 and LS3	
			Material Finish, Tray - Painted - Spatter Gray	
245	0726441		Partition, Trans Rear Compt	2
			Qty, Partition - 02	
			Location, Partition - c) both sides	
			Material Finish, Partition - Painted - Spatter Gray	
246	0726446		Partition, Pegboard, Vertical Compt, Each	1
			Qty, Partition - 01	
			Location - in LS1 so an adjustable shelf 16.5" long (OAL) fits to the rear	
			of the pegboard partition and the rear end bulkhead wall	
			Hole Diameter, Pegboard/Toolboard - .281" diameter	
			Material Finish, Partition - Painted - Spatter Gray	
247	0062238		Pegboard, Side Wall Mounted, 3/16" Alum	2
			Location - LS1	
			Qty, Comp. Accessory - 02	
			Configuration - on the front and rear bulkhead	
			Hole Diameter, Pegboard/Toolboard - .281" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	

Line	Option	Type	Option Description	Qty
248	0755527		Pegboard, Back Wall Mounted, 3/16" Alum, Standard Depth Upper Qty, Comp. Accessory - 03 Hole Diameter, Pegboard/Toolboard - .281" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Compartment, Predefined - LS1, LS2 and LS3	3
249	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
250	0784811		Fender Crowns, Rear, Stainless, w/Removable Liner Material Finish, Fender Liner - Painted Aluminum Lower Body	1
251	0519849		Not Required, Hose, Hard Suction	1
252	0626229		Handrails, Side Pump Panels, Per Print	1
253	0004126		Handrails, Beavertail, Standard	1
254	0004136		Handrail, Rear, Above Hose Bed Handrail Finish - Knurled	1
255	0004154		Handrail, Extra - 10" Long Location, Handrails - On step below DS crosslay with offset stanchions (same as 37340) Qty, Handrails - 01	1
256	0048669		Handrail, Extra - 6" Long Location, Handrails - Rear of the rollers in the dunnage area just forward of the driver side top side sheet Qty, Handrails - 01	1
257	0519354		Handrail, Extra - 12" Location, Handrails - Driver Side top side sheet forward most position Qty, Handrails - 01	1
258	0636301		Compt, Extinguisher (2) Fender Panel, Triangular Door, 8" Dia Qty, - 01 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	1
259	0657522		Compt, Air Bottle, Triple, Fender Panel Qty, Air Bottle Comp - 1 Door Finish, Fender Compt - Polished Location, Fender Compt - Triple - RS Fwd Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	1
260	0648325		Compt, Air Bottle, Double, Tri Door, Fender Panel Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - LS Fwd - DEF Combo and Double - LS Rear - Fuel Combo Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	2
261	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
262	0004230		Ladder, 14' Duo-Safety 775A Roof	1
263	0015036		Rack, Ladders, Hydraulic, RS, Air Clamps Ladder Rack Lock Enclosure/Light Mounting Bracket - RS Front & Rear S/S Enclosures Location, Hydraulic Ladder Rack Controls - Pump Panel	1
264	0756375		Lights, Hyd Lad Rack Deployed, Truck-Lite 15**** Color, Light - Red Flashing Color, Lens, LED's - Clear Trim, T-L 15 - Chrome	1
265	0733387		Ladder, 10' Duo-Safety Folding 585A	1
266	0761307		Mounting Clips, Folding Ladder, Hydraulic Ladder Rack Location, Folding Ladder Storage - Hydraulic Rack - Inboard	1
267	0564381		Hydraulic Pump, Ladder Rack, Special Location Location - right side pump compartment	1
268	0887829	SP	Compt w/Door, Little Giant/Backboard Storage, Over Pump Door, Material & Finish, Storage - Polished S/S Latch, Door, Storage - Southco C2 Chrome Raised Qty, Backboard Troughs - 1 Hinge Location - Forward Ladder, Make/Model - Little Giant Defender Model 17	1

Line	Option	Type	Option Description	Qty
268			Location, BB/Stokes/Long Tool Storage Over Pump - Forward, Cargo Area	
269	0816920		Access, Backboard/Stokes/Long Tool Compt - Both Size, Backboard, Predefined - 72"L x 18"W x 4"H Pike Pole, Provided by Fire Department, NFPA/ULC 2024 Qty, - 01	1
270	0760176		Pike Pole Make/Model - Duo-Safety 10' Pike Pole Tube, Pike Pole 8' or Longer, Hydraulic Ladder Rack Inboard Qty, Pike Poles - 2	2
271	0816918		Material/Finish, Tube, Pike Pole - Painted Aluminum Width, Notch, Pike Pole Tube - 1.38", NY Notch Pike Pole, 6', Provided by Fire Department, NFPA/ULC 2024 Qty, - 01	1
272	0733075		Pike Pole Make/Model - Leatherhead 6' Dog Bone with I-Beam Handle Mounting Selected in Cab Categories	1
273	0785102		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident Coating, Step - black	1
274	0592994		Location, Steps - Full Height Left, One (1) Right Side w/LED Light Steps, Folding, Rear of Body, w/LED, Trident Coating, Step - black	1
275	0512439		Step, Special Width, Rear Of Body, 8.00", 45 Degree Corners	1
276	0007545		Pump House, Side Control, 45", Control Zone	1
277	0035500		Raised Pump House Structure, Side Control	1
278	0004425		Pump, Waterous, CSU, 1500 GPM, Single Stage	1
279	0004481		Seal, Grafoil, Waterous	1
280	0816447		Trans, Pump, Waterous C22 Series	1
281	0635600		Pumping Mode, Stationary Only	1
282	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
283	0003148		Transmission Lock-up, EVS	1
284	0004547		Auxiliary Cooling System	1
285	0014486		Not Required, Transfer Valve, Single Stage Pump	1
286	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location Qty - 1	1
287	0826104		Pressure Setting - 125 psig Intake Relief Valve Control - Left Side Pump Panel Controller, Pressure, FRC, Pump Boss Max, PBA500 Pressure Governor Throttle Control - Clockwise Pressure Governor Default Mode - RPM Setting Pressure Governor Std/Metric - Standard psi readouts Pressure Governor Transducer - Single 600 PSI Pressure Governor Alarm - NOT BE an additional alarm provided	1
288	0072153		Primer, Trident, Air Prime, Air Operated	1
289	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
290	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
291	0089437		Plumbing Without Foam System	1
292	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
293	0014650		Pump Suction Tube(s), Short, All	1
294	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
295	0084610		Valves, Akron 8000 series- All	1
296	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone" Qty, Inlets - 1	1
297	0004700		Control, Inlet, at Valve	1
298	0004660		Inlet (1), Left Side, 2.50"	1
299	0029147		Not Required, Inlet, Right Side	1
300	0034720		Anode, Zinc, Pair, Pump Inlets	1
301	0092569		No Rear Inlet (Large Dia) Requested	1
302	0064116		No Rear Inlet Actuation Required	1
303	0092696		Not Required, Cap, Rear Inlet	1
304	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
305	0092568		No Rear Auxiliary Inlet Requested	1
306	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
307	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1

Line	Option	Type	Option Description	Qty
308	0004905		Outlet, Tank Fill, 1.50"	1
309	0771257		Control, Outlets, Swing Handle, Vertical, Side Control, 45.00" Pump House Location - all 2.5" valves and smaller except for tank to pump and tank fill/recirc Qty, Discharges - 08	8
310	0004940		Outlet, Left Side, 2.50"	1
			Qty, Discharges - 01	
311	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
312	0092570		Not Required, Outlets, Left Side Additional	1
313	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
314	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
315	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
316	0092571		Not Required, Outlets, Right Side Additional	1
317	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
318	0816625		Outlet, Large Diameter, Right Side, Akron Valve	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - Pierce large handwheel	
319	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
320	0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1
			Fitting, Outlet - 2.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of left bumper	
321	0004995		Outlet, Rear, 2.50"	4
			Qty, Discharges - 04	
			Location, Outlet - h) two LS and two RS	
322	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
323	0092574		Not Required, Outlet, Rear, Additional	1
324	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
325	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
326	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
327	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
328	0753328		Outlet, 3.00" Deluge, Dual Control, LG HW's, w/TFT Extend-a-Gun XG18 riser	1
329	0770359		No Monitor Requested, Customer/Dealer Furnished and Installed	1
			Fill in Blank - Akron model 3426	
330	0029304		No Nozzle Req'd	1
331	0005072		Deluge Mount, 3" ANSI 4 Bolt Flange	1
332	0723726		Speedlay Module Not Required	1
333	0722432		Hose Restraint Not Required, No Speedlay Module	1
334	0723395		Speedlays, Not Required	1
335	0723394		Speedlays, Not Required	1
336	0025140		Not Required, 1.50" Crosslays	1
337	0029196		Not Required, 2.50" Crosslay	1
338	0500535		Not Required, Hose Restraint, Crosslay	1
339	0029260		Not Required, Speedlays	1
340	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
341	0015216		Reel, Booster, Aluminum - Over Pump, Right Side	1
342	0090349		Switches, Reel Rewind, With Guard, (1) Each Pump Panel	1
343	0045300		Hose, Booster - 200' of 1.00"/800 PSI	1
344	0005244		Capacity, Hose Reel 200' of 1"	1
345	0007428		Nozzle for Booster Reel Not Req'd	1
346	0005326		Blowout, Hose Reel - Valve at Panel	1
			Qty, - 1	
347	0622237		Roller Assembly, Additional	1
			Location - driver's side pump panel dunnage area	
			Qty, - 1	
348	0044333		Not Required, Foam System	1
349	0012126		Not Required, CAF Compressor	1
350	0552517		Not Required, Refill, Foam Tank	1
351	0042573		Not Required, Foam System Demonstration	1

Line	Option	Type	Option Description	Qty
352	0045465		Not Required, Foam Tanks	1
353	0091110		Not Required, Foam Tank Drain	1
354	0091079		Not Required, Foam Tank #2	1
355	0091112		Not Required, Foam Tank #2 Drain	1
356	0746445		Approval Dwg, Pump Operator's Panel, Includes Color And Label Tags	1
			Num Of Truck(s) or Sim Unit, OPER Pump Pnl, Dwg - 06	
357	0032479		Pump Panel Configuration, Control Zone	1
358	0635355		Material, Pump Panels, Side Control Painted FormCoat Black	1
			Material Finish, Pump Panel, Side Control - Painted FormCoat Black	
			Material, Pump Panel, Side Control - Aluminum	
359	0721772		Panel, Pump Access - Right Side, Side Control	1
			Latch, Pump Panel Access, Side Mount - Swell Latch, Black	
360	0583824		Light, Pump Compt, WIn 3SC0CDCR LED White	1
			Qty, - 01	
361	0586382		Gauges, Engine, Included With Pressure Controller	1
362	0005601		Throttle, Engine, Incl'd w/Press Controller	1
363	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
364	0549333		Indicators, Engine, Included with Pressure Controller	1
365	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
366	0888281	SP	Control, Air Horn at Pmp Pnl, Red Switch, Loc	1
			Location - in the pump panel switch panel, last position. (match 37340 final PP photo)	
367	0763687		Garnish Ring(s), Color Coded, Vinyl, Location	7
			Location - 200' Preconnect	
			250' Preconnect	
			2 1/2" Preconnect	
			Ground monitor	
			No. 2 Driver Side Discharge	
			No. 3 Passenger Side Discharge	
			Large Dia. Pass. Side Discharge	
			Qty, - 07	
			Fill in Blank - 200' Preconnect WHITE	
			250' Preconnect BLUE	
			2 1/2" Preconnect YELLOW	
			Ground monitor GREEN	
			No.2 Driver Side Discharge BROWN	
			No. 3 Passenger Side Discharge Light blue	
			Large Dia. Pass. Side Discharge Orange	
368	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
369	0005714		Gauge, 2.50" Pressure, Class 1, 0-400psi	1
370	0604123		Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro, w/Remote Light Driver	1
371	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab	
			Color, Trim - Chrome Trim	
372	0006774		Not Required, Foam Level Gauge	1
373	0682503		Light Shield/Step 8", LED, P25 LED Stp Lt	1
374	0682498		Light Shield/Step 8", PS LED, P25 LED Stp Lt	1
375	0803208	SP	Air Horn, (2) Hadley, 6" Round, eTone, 24.50" Long, In Bumper	1
376	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
377	0757092		Control, Air Horn, Multi Select	1
378	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Link Chain, Vinyl Tubing	
379	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Link Chain, Vinyl Tubing	
380	0006133		Siren, Code 3 3692 100W or 200W	1
381	0790527		Location, Electronic Siren, Center Dash Switch Panel, Saber FR	1
			Location, Electronic Siren - switch panel # 7	
382	0076156		Control, Elec Siren, Head Only	1
383	0601375		Speaker, (1) Code 3, PB100C, Chrome	1
			Connection, Speaker - siren head	
384	0601552		Location, Speaker, Frt Bumper, Recessed, Right Side, Outside Frame, Inbrd (Pos 2)	1

Line	Option	Type	Option Description	Qty
385	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
386	0006097		Location of Siren, Recessed in Bumper	1
			Location, Siren, Mech - a) Left	
387	0748305		Control, Mech Siren, Multi Select	1
388	0748282		Control, Mech Siren, Ft Sw LS	1
389	0748281		Control Mech Siren, Ft Sw RS	1
390	0740834		Sw, Siren Brake, Momentary Red, LS Overhead Sw Pnl	1
391	0740392		Sw, Siren Brake, Momentary Red, RS Overhead Sw Pnl	1
392	0002623		Cut-Out, Mech Siren, Interlock to Prk Brk	1
393	0810212	SP	Switch, Mechanical Siren Cut-Out, Battery Style Sw, S/S Guard, Painted	1
394	0746353		Not Required, Warning Lights Intensity	1
395	0817325	SP	Lightbar, Wln, Freedom IV, Rota-Bm, 92", RrR_RrB_R_BrR_RrR	1
396	0812849	SP	Flash Pattern, Wln RB, CW DF CW_CCW DFAIt CW_CW_CCW DFAIt CW_CCW DF CCW	1
397	0016380		No Additional Lights Req'd, Side Zone Upper	1
398	0602583		Lights, Front Zone, Wln 6RB* M6** M6** 6RB* LED, 4lts Q Bezel	1
			Color, Lens, LED's - c)clear	
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Blue	
			Color, Lt DS Front Inside - b) DS Front Inside Blue	
			Color, Lt PS Front Inside - r) PS Front Inside Red	
399	0757440		Light, Front, Roto Ray 4000W, PAR46 LED, 2-R, 1-W, Hidden Mt Top Section Grl	1
400	0747228		Lights, Side Zone Lower, Wln M6**, M6**, M6**, 6Lts	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Clear	
			Location, Lights Mid Side - Rearward of Crew Cab Doors	
			Location, Lights Rear Side - Over Rear Wheels	
			Color, Trim - Chrome Trim	
			Color, Lt Side Front, DS - Red	
			Color, Lt Side Front, PS - Red	
			Color, Lt Side Mid DS - Blue	
			Color, Lt Side Mid PS - Blue	
			Color, Lt Side Rear PS - Red	
			Color, Lt Side Rear DS - Red	
401	0895994		Lights, Door Interior Flash, 4 Dr Cab, Wln M4**	1
			Color, Lens, LEDs - Clear	
			Color, Trim - Chrome Trim	
			Control, Door Int Flash - Park Brake	
			Location, Light, Door Int Flash - Low and Outside	
			Color, Lt Cab Left - Red Flashing	
			Color, Lt Cab Right - Red Flashing	
			Color, Lt Crew Cab Left - Red Flashing	
			Color, Lt Crew Cab Right - Red Flashing	
402	0815847		Connectors, Door Interior Flash, All Cabs, Weatherproof	1
403	0894842		Lights, Rear Zn Lwr, Wln M6*, For Tail Lt Housings	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Rear - b) DS Rear Lt Blue	
			Color, Lt PS Rear - r) PS Rear Lt Red	
404	0641361		Light, Rear Zone Up, Wln Rota-Beam R316*F LED Bcn, Clr Lns	1
			Color, Lts, Rear Zone Upper - rb) red/blue	
405	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
406	0025876		Mounting, Rear Warn Lights, LS S/S to Match RS, RS - S/S Ladder Lock Enclosed	1
407	0625603		Light, Traffic Directing, Wln TADF6, TDP33000 34" RBA TADCTL1 Cntrl Emstr	1
408	0529908		Location, TDL, Over Hose Bed, Cross Tube (Not Included), Treadplate Box	1
409	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
410	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2
			Qty, - 02	
			Location 1 - one (1) in each outboard rear facing EMS compartment on the lower inside front corner facing to the street.	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
411	0781503		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 4th, Interior Cab	1
			Qty, - 01	

Line	Option	Type	Option Description	Qty
411			Location 1 - on the back wall in the compartment behind the PS crew cab door, 12 inches above the opening of the transverse section. See photo in stage 7 of the job e-folder AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	
412	0781505		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 3rd, Interior Cab Qty, - 01 Location 1 - on the back wall in the compartment behind the DS crew cab door, 12 inches above the opening of the transverse section. See photo in stage 7 of the job e-folder AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	1
413	0519934		Not Required, Brand, Hydraulic Tool System	1
414	0649753		Not Required, PTO Driven Hydraulic Tool System	1
415	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
416	0816508		NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept	1
417	0816941		Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024	1
418	0027023		No Strainer Required	1
419	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
420	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
421	0820494		Not Required, Axe, Flathead, Fire Department Omits, NFPA/ULC 2024	1
422	0817000		Axe, Pickhead, Provided by Fire Department	1
423	0741569		Paint Process / Environmental Requirements, Appleton	1
424	0709567		Paint, Single Color, Enforcer Paint Color, Cab - #90 Red	1
425	0709845		Paint, Single Color, Body Paint, Body - Match Lower Cab	1
426	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard Paint Color, Frame Assembly, Predefined - Lower Job Color	1
427	0693797		No Paint Required, Aluminum Front Wheels	1
428	0693792		No Paint Required, Aluminum Rear Wheels	1
429	0733739		Paint, Axle Hubs Paint, Axle Hub - Lower Job Color	1
430	0007230		Compartment, Painted, Spatter Gray	1
431	0544129		Reflective Band, 1"-6"-1" Color, Reflect Band - A - a) white Color, Reflect Band - B - l) white Color, Reflect Band - C - w) white	1
432	0007356		Reflective across Cab Face	1
433	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper Color, Rear Chevron DG - fluorescent yellow green	1
434	0027341		Jog, In Reflective Stripe, Single or Multiple Qty, - 1	1
435	0696574		Stripe, Black Outline each Chevron Stripe on Front Bumper	1
436	0567374		Stripe, Black Outline each Chevron Stripe @ Rear (Not Warranted)	1
437	0017359		Stripe, Black Outline, Vinyl on Reflective Band Qty, - 03	3
438	0805739		Stripe, Diamond Grade, Chevron, EMS Exterior Doors, Interior Qty, - 02 Size, Chevron Striping - 04 Color, Chevron DG - Fluorescent Yellow-Green 983-23 Color, Chevron DG - B - Red 983-72	2
439	0667280		Stripe, Reflective, Chevron, Hydraulic Ladder Rack Arm, Front & Rear, Diamond Gr	1
440	0544967		Stripe, Chevron, Diamond Grade, Rear Compartment, Lap, Pumps Color, Rear Chevron DG - fluorescent yellow green	1
441	0545179		Stripe, Diamond Grade, Chevron, Front Bumper Size, Chevron Striping - 06 Color, Chevron DG - Red 983-72 Color, Chevron DG - B - Fluorescent Yellow-Green 983-23	1
442	0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade Color, Reflect Band - A - p) fluorescent yellow green diamond grade Size, Chevron Striping - 04	1

Line	Option	Type	Option Description	Qty
442			Color, Reflect Chev - A - r) red diamond grade	
443	0679802		Stripe, Reflective, Cab Sides, IPO Chrome Molding	1
444	0033179		Lettering Specifications, Reflective	1
445	0686158		Lettering, Reflective, 3.00", (61-80)	1
446	0686042		Outline, Lettering - Outline and Shade Lettering, Reflective, 2.00", Each Qty, Lettering - 16	16
447	0686007		Outline, Lettering - Outline and Shade Lettering, Reflective, 7.00", Each Qty, Lettering - 24	24
448	0685993		Outline, Lettering - Outline and Shade Lettering, Reflective, 10.00", Each Qty, Lettering - 03	3
449	0778135	SP	Outline, Lettering - Outline and Shade Laminate Lettering on Entire unit for Protection with Goldstar cut	1
450	0557158	SP	Lettering, Reflective, 30" Each Qty, Lettering - 01	1
451	0619241		Location, Lettering - Crew cab roof Color, Reflective - i) gold Plate, Large Painted Aluminum Panel, Upper Side Sheet, for Graphics/Lettering Location - each side of the upper body Qty, - 02	2
452	0775924	SP	Emblem, ISO CLASS 1, w/Ribbon, Reflective, Pair Qty, - 1	1
453	0684186		Emblem, Maltese Cross, Reflective, 9"-11", Pair Qty, - 01	1
454	0772003		Location, Emblem - driver and officer door Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
455	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
456	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
457	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
458	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
459	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
460	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
461	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
462	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
463	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
464	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
465	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
466	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
467	0695416		Warranty, Pierce Camera System, WA0188	1
468	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
469	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
470	0685945		Warranty, Transmission Cooler, WA0216	1
471	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
472	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
473	0681118		Warranty, ROM, Roll-up Door, 7 Year, WA0206	1
474	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
475	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
476	0641372		Warranty, Foam System, Not Available	1
477	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
478	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
479	0819254		Certification, Vehicle Stability, CD0196	1
480	0808582		Certification, Engine Installation, Saber FR/Enf, Cummins X10, 2027	1
481	0686786		Certification, Power Steering, CD0098	1
482	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
483	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
484	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
485	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
486	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1

Line	Option	Type	Option Description	Qty
487	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
488	0545073		Amp Draw Report, NFPA Current Edition	1
489	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
490	0799248		Appleton/Florida BTO	1
491	0000018		PUMPER, 2ND GEN	1
492	0000012		PIERCE CHASSIS	1
493	0004713		ENGINE, OTHER	1
494	0046395		EVS 3000 Series TRANSMISSION	1
495	0020011		WATEROUS PUMP	1
496	0020009		POLY TANK	1
497	0028047		NO FOAM SYSTEM	1
498	0020006		SIDE CONTROL	1
499	0020007		AKRON VALVES	1
500	0020015		ABS SYSTEM	1
501	0658751		PUMPER BASE	1

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Fire DepartmentCONTACT PERSON: Ed CannyPHONE NUMBER: 217-788-8474EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$1,017,961.00

SUGGESTED TITLE: An Ordinance authorizing supplemental appropriation from the Capital Equipment Fund Bond Revenue in an amount not to exceed \$1,017,961.00 for the purchase of one (1) Pierce Enforcer Pumper from MacQueen Equipment LLC. for the Springfield Fire Department.

CONTRACTOR / VENDOR NAME: MacQueen Equipment LLC VENDOR NO: VC -06819CONTRACT TERM: Pre-pay Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$1,017,961.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE						
Fund	Agency	Org	Activity	Object	Amount	
1	094	107	GENC	24GO	0305	\$1,017,961
2						
3						
4						

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	094	107	FIRE	24GO	1503	\$1,017,961.00
2						
3						
4						

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

Bid Packet from MacQueen

STAFF ANALYSIS

Ordinance to purchase from general obligation bonds (2024-268), (1) One Pierce Enforcer Pumper.

Pre-Pay discount of \$111,339.00 applies if paid at time of contract signing.

FUNDS CHECK BY: Edward CannyDate: 08-14-2024

DIRECTOR / SUPERVISOR: Canny, Edward

Digitally signed by Canny, Edward
Date: 2024.08.13 16:08:16 -05'00'

Date: _____

CITY PURCHASING AGENT: Michael LepkoDate: 8-14-2024SIGN OFF: _____
(Mayor's Signature) GEMRamona Metzger 8/14/24
(Director of C&M)

The information supplied on this form is not confidential information.

2024-418

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION
IN THE AMOUNT OF \$150,000.00 FROM UNBUDGETED,
UNAPPROPRIATED STATE ASSET FORFEITURE FUND BALANCE FOR
THE SPRINGFIELD POLICE DEPARTMENT**

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

WHEREAS, the City holds certain assets that are seized during arrests and held pending disposition of cases; and

WHEREAS, distribution of these funds is governed by state statute dependent upon the outcome of individual cases as well as the timing of the completion of the case through the court system; and

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount for \$150,000.00 from the unbudgeted, unappropriated State Forfeiture Fund Balance for seized revenue in order to make payments necessary to comply with court orders and State law.

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

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$150,000.00 from unbudgeted, unappropriated State Asset Forfeiture Fund balance for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation into account number 071-112-POLC-EVDC-2501 the amount of \$150,000.00.

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

Section 4: That this ordinance shall be in full force and effect from and after its passage, recording and publication in pamphlet form.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date

7/26/24

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION
IN THE AMOUNT OF \$75,000.00 FROM UNBUDGETED,
UNAPPROPRIATED 071 FUND BALANCE FOR THE SPRINGFIELD
POLICE DEPARTMENT**

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

WHEREAS, the City holds certain assets that are seized during arrests and pending disposition of cases; and

WHEREAS, distribution of these funds is governed by state statute dependent upon the outcome of individual cases as well as the timing of the completion of the case through the court system; and

WHEREAS, the Springfield Police Department is requesting that \$75,000.00 of unbudgeted, unappropriated 071 fund balance be placed into expenditure account 071-112-POLC-EVDC-2501 to make the required payment necessary to comply with instructions from the court.

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

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$75,000.00 from unbudgeted, unappropriated 071 fund balance for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation into account number 071-112-POLC-EVDC-2501 the amount of \$75,000.00.

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

Section 4: That this ordinance shall be in full force and effect from and after its passage, recording and publication in pamphlet form.

PASSED: _____, 2013

SIGNED: _____, 2013

RECORDED: _____, 2013

Mayor J. Michael Houston

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

Lo 1 8-15-13
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

2013-321

DATE OF 1ST READING:

August 13, 2013

OFFICE REQUESTING: Police Dept.CONTACT PERSON: Deputy Chief Bob MarkovicPHONE NUMBER: 788-8331EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Supplemental AppropriationFISCAL IMPACT: \$75,000

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

SUGGESTED TITLE:

OF UNBUDGETED, UNAPPROPRIATED 071
FUND BALANCEAN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION ~~OF~~ STATE ASSET FORFEITURE FUNDS IN THE AMOUNT OF \$75,000.

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	Source	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	71	112	POLC	EVDC	2501
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

8-5-13

CITY PURCHASING AGENT:

Date:

8/5/13

COMMENTS

The City of Springfield holds certain assets that are seized during arrests and pending disposition of cases. The distribution of these funds is dependent upon the outcome of the individual cases as well as the timing of the completion of the case through the court system. FY 2014 has seen a variance in the refund line and the department needs to increase its refund line to make the required payment necessary to follow instructions from the courts. These funds are governed by state statute.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

2024-419

8859

ORDINANCE FACT SHEET

DATE OF 1st READING: 10/1/2023

OFFICE REQUESTING: SPD

CONTACT PERSON: Calvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: \$150,000.00

SUGGESTED TITLE: Ordinance Authorizing the Supplemental Appropriation from unbudgeted, unappropriated State Asset Forfeiture Fund balance in the amount of \$150,000.00 for the Springfield Police Department.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

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

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

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

Accounting Information (If more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1	071	112	POLC	EVDC	0570 150,000.00
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	071	112	POLC	EVDC	0570 150,000.00
2				2501	
3					
4					

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

STAFF ANALYSIS

Supplemental Appropriation from unbudgeted, unappropriated 071-112-POLC-EVDC-0570 Funds for seized revenue in order to return pending seizures to the Illinois State Police for distribution to Law Enforcement Agencies involved in the seizures, and any court awarded return of seizures.

FUNDS CHECK BY: *Courtney Heisler*

Date: 09.23.2024

DIRECTOR / SUPERVISOR: *John Stibel*

Date: 9/14/2024

CITY PURCHASING AGENT: *Michael Lesko*

Date: 09/23/2024

SIGN OFF: _____

(Mayor's Signature) *GEM**Ramona Metzger*
(Director of OBM)

9/23/2024

The information supplied on this form is not confidential information.

2024-419

AN ORDINANCE AUTHORIZING THE A ONE-YEAR RENEWAL OF CONTRACT RFQ MA24-18 WITH BASHAM GOVERNMENT SOLUTIONS, LLC, FOR PROFESSIONAL LOBBYING SERVICES FOR AN AMOUNT NOT TO EXCEED \$75,000.00, FOR THE OFFICE OF MAYOR

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

WHEREAS, the City Council previously adopted ordinance number 551-12-23 authorizing the execution of RFQ MA24-18 with Basham Government Solutions, LLC for professional lobbying services; and

WHEREAS, Basham Government Solutions, LLC is willing to renew the existing contract with the City of Springfield for one year from December 6, 2024 to December 5, 2025 for an amount not to exceed \$75,000.00; and

WHEREAS, pursuant to requirements 38.4(a) of the Purchasing Code, the City Purchasing Agent has made a determination that this contract qualifies for a contract renewal based upon the original contract language and agreement of the parties.

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

Section 1: That the City Council hereby authorizes a one-year renewal of RFQ MA24-18 with Basham Government Solutions, LLC in an amount not to exceed \$75,000.00, for professional lobbying services.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Basham Government Solutions, LLC in an amount not to exceed \$75,000.00, from account number 001-101-MAYR-ADMIN-1218.

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

9/26/24

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of _____, **2024** by and between **City of Springfield, Illinois** (hereinafter called "Client") with its offices at **800 E. Monroe, Springfield, Illinois 62701**, and Basham Government Solutions, LLC (hereinafter called "BGS") with its offices located at 1090 Fountain Park Dr., Sherman, IL 62684.

WITNESSETH:

WHEREAS, Client wishes to retain BGS to furnish certain consulting services (hereinafter more particularly described), which BGS is qualified to perform on behalf of Client in the State of Illinois; and

WHEREAS, BGS is willing to render such services and is properly registered to do so,

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

1. Term

- (a) This Agreement shall be effective as of **December 6, 2024** and continuing in full force and effect through **December 5, 2025**. Subject to thirty (30) days written notice, this Agreement may be terminated for any reason by either party.
- (b) Termination shall not extinguish any of the contractual obligations of BGS or Client set forth in Sections 6, 7 and 8 of this Agreement and shall in no way be deemed to be construed as a restriction, limitation or waiver of either party's rights to pursue any additional available remedy at law or equity.
- (c) Payment received from client for work performed after the terms stated in Section 1(a) will continue this Agreement in full force and effect until a notice of termination letter, as set forth in Subsection (a) above, is received by either party.

2. Consulting Services

- (a) Client hereby retains BGS and BGS hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of Client in the State of Illinois in performing consulting services (hereby called "Services"). Such services shall include, but not be limited to, the following:
 - (i) Keep Client apprised on a regular basis of legislation and regulatory activities now pending or proposed, or which may be proposed during the term hereof, in the Illinois General Assembly or in any agency or department of the State of Illinois,

- pertaining to the business, products, reputation or interests of Client or its subsidiaries
- (ii) Provide Client with information and guidance as to the matters described in Subsection 2 (a) (i) and make recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
 - (iii) Provide public affairs consulting efforts with key legislative or regulatory officials and their staffs on matters pertaining to the business, products, reputation or interests of the Client; and
 - (iv) On instructions from an authorized representative designated under Section 5, undertake such actions as Client may deem appropriate and consistent with the objectives of this Agreement. These actions may include appearing and/or testifying at hearings to promote the interests of Client and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.

(b) BGS shall maintain close liaison and frequent communication with the authorized representative designated under Section 5.

3. Compensation

- (a) In consideration of BGS's rendering of Services, Client shall pay BGS **\$6,250** per month for each month of the Agreement. Electronic invoices will be emailed the first of each month, or as soon thereafter as practical, to **Nellie.Wanless@springfield.il.us**.
- (b) It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If BGS determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the nature, amount and circumstances thereof are fully disclosed to Client and prior written approval obtained from an authorized representative designated under Section 5, Client shall reimburse BGS for all such extraordinary costs and expenses upon receipt of a detailed accounting.

4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of Client and those of BGS, BGS agrees, if so directed by Client, to promptly refrain from performing Services with respect to such area of conflicting interest. BGS agrees that Client shall have the right to immediately terminate this Agreement with respect to itself at any time without liability upon written notice to BGS if, in Client's sole judgment and upon reasonable basis and belief, BGS's representation of its other clients conflicts with the best interests of Client.

5. Authorized Representative

For the purpose of this Agreement, Client's authorized representative shall be as follows: **Mayor Misty Buscher**. Client may designate from time to time additional or substitute authorized representatives by written notice to BGS. BGS's primary contact will be Jessica Basham. BGS may designate such other additional or substitute authorized representatives who are acceptable to Client.

6. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

- (a) As required by the Lobbyist Registration Act (25 ILCS 170) we at BGS will annually register and list Client, as one who employs us to perform lobbying services on clients behalf for the contract term.
- (b) Section 3 of the Lobbyist Registration Act (25 ILCS 170) requires registration by "any person who employs another person for the purposes of influencing executive, legislative or administrative action". Therefore, Client will be required to register annually and pay annual registration fees as a lobbying entity pursuant to the provision above, unless the Client is an exempt entity.
- (c) Any Clients currently or planning on submitting bidding contracts (RFP) with the State of Illinois will be required to register with the Illinois State Board of Elections. All bidding contracts are required to include a certificate of registration in submitted proposals. Registration can be done at:
<http://www.elections.state.il.us/BusinessRegistration/BusinessRegistration.aspx> .

7. Indemnification

- (a) BGS will assume full responsibility for and shall indemnify and hold harmless Client and its directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of BGS or any breach by BGS of any of the terms and provisions of this Agreement.
- (b) Client will assume full responsibility for and shall indemnify and hold harmless BGS and its subsidiaries and their directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful

misconduct on the part of Client or any breach by Client of any of the terms and provisions of this Agreement.

8. Confidentiality

BGS agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the Client or otherwise required by law, any confidential information obtained concerning the business and operations of the Client, as well as confidential information developed by BGS in rendering services. Should any of this information be made available in the public domain by Client or by third parties, BGS shall be free to use such publicly available information without breach of this Agreement.

9. Independent Contractor

BGS is and shall act as an independent contractor rendering Services hereunder.

10. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Consultant: Basham Government Solutions, LLC
1090 Fountain Park Dr., Sherman, IL 62684
Phone: 217.502.3371
jessica.basham@gmail.com
EIN # 87-2586229

Client: City of Springfield, Illinois
Office of the Mayor
800 E. Monroe
Springfield, IL 62701
(217) 789-2000
EIN# 37-6002037

11. Miscellaneous

- (a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their Agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

By _____
Jessica Basham
Basham Government
Solutions, LLC

By _____
Misty Buscher, *GB*
Mayor

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BASHAM GOVERNMENT SOLUTIONS, LLC UNDER RFQ MA24-18, FOR PROFESSIONAL LOBBYING SERVICES FOR AN AMOUNT NOT TO EXCEED \$75,000.00, FOR THE OFFICE OF MAYOR

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 sought professional lobbying services under RFQ MA24-18; for the City; and

WHEREAS, Basham Government Solutions, LLC is submitted the best proposal and is willing and able to serve as a professional lobbying service provider for the City for an amount not to exceed \$75,000.00; and

WHEREAS, it is in the best interest of the City to enter into an agreement with Basham Government Solutions, LLC, for professional lobbying services for a one-year term and for an amount not to exceed \$75,000.00; and

WHEREAS, a copy of the Agreement with Basham Government Solutions, LLC shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a one-year agreement with Basham Government Solutions, LLC in an amount not to exceed \$75,000.00, for professional lobbying services under RFQ MA24-18.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Basham Government Solutions, LLC in an amount not to exceed \$75,000.00, from account number 001-101-MAYR-ADMIN-1218.

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

PASSED: December 5, 2023

RECORDED: December 6, 2023

ATTEST: [Signature]
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED: Dec. 6, 2023

[Signature]
Mayor Misty Buscher

Approved as to legal sufficiency:

[Signature] 11/16/23
Office of Corporation Counsel / Date

Basham Government Solutions, LLC
Overview & Scope of Services

There are many qualities that make the City of Springfield unique among other communities in this state. It is the seat of Illinois State Government and the Home of Abraham Lincoln. It is centrally-located and rich with history and culture. Yet, it has not gotten the kind of support and investment from state government that other cities have received in recent years.

While there are many ways Springfield can and should benefit from a more active presence at the Illinois Statehouse, the receipt of greater economic development investments and incentives is arguably the greatest need and opportunity to pursue from the state. Ms. Basham is eager to work with the Office of the Mayor and the City Counsel to discuss ideas for how the City can be a more robust partner with, and receive greater investments from, the State of Illinois.

Specific legislative initiatives to pursue will require more discussion with the Office of the Mayor, City Aldermen and Alderwomen, and other stakeholders. However, the following is a sample of the services that would be rendered by Basham Government Solutions, LLC:

1. Initiate legislation – Should the City wish to pursue a change to state statute, Ms. Basham will usher the proposal through each step of the legislative process and engage with the necessary officials, staff, and stakeholders.
2. Monitor and engage on pending legislation – Ms. Basham monitors all filed legislation and pending administrative rules and will identify pending issues that may have a positive or negative impact on the City. Upon review and discussion, Ms. Basham will engage on those issues as needed.
3. Engage in the budget-making process – Should the City wish to pursue an appropriation of state funding or any legislation that will result in a fiscal impact to the state, the request or proposal will be tied to the budget-making process. This will involve a unique series of discussions with legislators and staff from both the legislative and executive branches.
4. Ms. Basham will maintain a full-time presence in Springfield to (i) lobby and monitor the City's legislative goals, (ii) provide critical intelligence on related developments, and (iii) assist the City to develop and implement necessary and/or appropriate responses. There will be regular conversations to provide updates and discuss strategy. Ms. Basham will meet with the Mayor, her designee(s), City Council members and other stakeholders and interested individuals, as well as provide written reports.

The legislative process is complex, and frequent obstacles typically require adjustments to the planned approach. As a former Chief of Staff and Appropriations Director to the current and former House Speakers, Ms. Basham has unique insight into the best ways to navigate the legislative process and budget negotiations. She maintains long-standing relationships with the key staff and decision-makers in the legislative and executive branches to initiate the necessary conversations.

Consultant Background

Jessica Basham
Basham Government Solutions, LLC

Jessica Basham was employed with the Illinois House of Representatives for over 18 years. Most recently, Ms. Basham served as Chief of Staff to House Speaker Michael J. Madigan (June 2018 - January 2021), then to House Speaker Emanuel “Chris” Welch (January - August 2021), before resigning to start her private lobbying and consulting work. In her role as Chief, she managed the daily operations and schedule of the House of Representatives, as well as managed a staff of nearly 200 employees.

Before becoming Chief of Staff, Ms. Basham served as the Director of Research and Appropriations for the House Democratic Staff (January 2013 - June 2018), during which time she was the lead staff negotiator on the State Budget for the House Democratic Caucus. Before that role, she was a Research Analyst for the House Democratic Staff (January 2003 - January 2013), focusing primarily on revenue, gaming, and budget issues. Through her work with the House Democratic Staff, Ms. Basham has become an expert on the state budget, state and local taxation, and the legislative process itself.

Ms. Basham was born and raised in Springfield, attending Springfield School District 186 schools, and graduating from Springfield Southeast High School and later Robert Morris College in Springfield with a Bachelor’s Degree in Business Administration.

Commitment to Ethics, Diversity, Equity & Inclusion

Basham Government Solutions, LLC is a BEP Certified (Women Business Enterprise, WBE) business. Additionally, Basham Government Solutions, LLC has adopted anti-harassment and anti-discrimination policies.

As a registered lobbyist with the State of Illinois, Ms. Basham is required to comply with strict ethics guidelines. This compliance requires regular disclosure of clients and political expenditures, as well as training on state ethics laws and anti-harassment and discrimination requirements.

In her three years as Chief of Staff, Ms. Basham implemented numerous operational changes to the House of Representatives designed to increase the organization’s commitment to DEI principles, including but not limited to: (i) creating a Human Resources Unit to provide professional personnel management development and oversight to both members and staff; (ii) bringing numerous training sessions to both members and staff, including training on harassment, discrimination, and bullying prevention, civility and emotional awareness, professional development, and technical skills development; and (iii) engaging with outside counsel to perform an independent assessment of the workplace culture and recommendations for improvement.

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of **December 6, 2023** by and between **City of Springfield, Illinois** (hereinafter called "Client") with its offices at **800 E. Monroe, Springfield, Illinois 62701**, and **Basham Government Solutions, LLC** (hereinafter called "BGS") with its offices located at **1090 Fountain Park Dr., Sherman, IL 62684**.

WITNESSETH:

WHEREAS, Client wishes to retain BGS to furnish certain consulting services (hereinafter more particularly described), which BGS is qualified to perform on behalf of Client in the State of Illinois; and

WHEREAS, BGS is willing to render such services and is properly registered to do so,

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

1. Term

- (a) This Agreement shall be effective as of **December 6, 2023**, and continuing in full force and effect through **December 5, 2024**. Subject to thirty (30) days written notice, this Agreement may be terminated for any reason by either party.
- (b) Termination shall not extinguish any of the contractual obligations of BGS or Client set forth in Sections 6, 7 and 8 of this Agreement and shall in no way be deemed to be construed as a restriction, limitation or waiver of either party's rights to pursue any additional available remedy at law or equity.
- (c) Payment received from client for work performed after the terms stated in Section 1(a) will continue this Agreement in full force and effect until a notice of termination letter, as set forth in Subsection (a) above, is received by either party.

2. Consulting Services

- (a) Client hereby retains BGS and BGS hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of Client in the State of Illinois in performing consulting services (hereby called "Services"). Such services shall include, but not be limited to, the following:
 - (i) Keep Client apprised on a regular basis of legislation and regulatory activities now pending or proposed, or which may be proposed during the term hereof, in the Illinois General Assembly or in any agency or department of the State of Illinois,

- pertaining to the business, products, reputation or interests of Client or its subsidiaries
- (ii) Provide Client with information and guidance as to the matters described in Subsection 2 (a) (i) and make recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
 - (iii) Provide public affairs consulting efforts with key legislative or regulatory officials and their staffs on matters pertaining to the business, products, reputation or interests of the Client; and
 - (iv) On instructions from an authorized representative designated under Section 5, undertake such actions as Client may deem appropriate and consistent with the objectives of this Agreement. These actions may include appearing and/or testifying at hearings to promote the interests of Client and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.

(b) BGS shall maintain close liaison and frequent communication with the authorized representative designated under Section 5.

3. Compensation

- (a) In consideration of BGS's rendering of Services, Client shall pay BGS **\$6,250** per month for each month of the Agreement. Electronic invoices will be emailed the first of each month, or as soon thereafter as practical, to Nellie.Wanless@springfield.il.us.
- (b) It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If BGS determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the nature, amount and circumstances thereof are fully disclosed to Client and prior written approval obtained from an authorized representative designated under Section 5, Client shall reimburse BGS for all such extraordinary costs and expenses upon receipt of a detailed accounting.

4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of Client and those of BGS, BGS agrees, if so directed by Client, to promptly refrain from performing Services with respect to such area of conflicting interest. BGS agrees that Client shall have the right to immediately terminate this Agreement with respect to itself at any time without liability upon written notice to BGS if, in Client's sole judgment and upon reasonable basis and belief, BGS's representation of its other clients conflicts with the best interests of Client.

5. Authorized Representative

For the purpose of this Agreement, Client's authorized representative shall be as follows: **Mayor Misty Buscher**. Client may designate from time to time additional or substitute authorized representatives by written notice to BGS. BGS's primary contact will be Jessica Basham. BGS may designate such other additional or substitute authorized representatives who are acceptable to Client.

6. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

- (a) As required by the Lobbyist Registration Act (25 ILCS 170) we at BGS will annually register and list Client, as one who employs us to perform lobbying services on clients behalf for the contract term.
- (b) Section 3 of the Lobbyist Registration Act (25 ILCS 170) requires registration by "any person who employs another person for the purposes of influencing executive, legislative or administrative action". Therefore, Client will be required to register annually and pay annual registration fees as a lobbying entity pursuant to the provision above, unless the Client is an exempt entity.
- (c) Any Clients currently or planning on submitting bidding contracts (RFP) with the State of Illinois will be required to register with the Illinois State Board of Elections. All bidding contracts are required to include a certificate of registration in submitted proposals. Registration can be done at:
<http://www.elections.state.il.us/BusinessRegistration/BusinessRegistration.aspx>.

7. Indemnification

- (a) BGS will assume full responsibility for and shall indemnify and hold harmless Client and its directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of BGS or any breach by BGS of any of the terms and provisions of this Agreement.
- (b) Client will assume full responsibility for and shall indemnify and hold harmless BGS and its subsidiaries and their directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful

misconduct on the part of Client or any breach by Client of any of the terms and provisions of this Agreement.

8. Confidentiality

BGS agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the Client or otherwise required by law, any confidential information obtained concerning the business and operations of the Client, as well as confidential information developed by BGS in rendering services. Should any of this information be made available in the public domain by Client or by third parties, BGS shall be free to use such publicly available information without breach of this Agreement.

9. Independent Contractor

BGS is and shall act as an independent contractor rendering Services hereunder.

10. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Consultant: Basham Government Solutions, LLC
1090 Fountain Park Dr., Sherman, IL 62684
Phone: 217.502.3371
jessica.basham@gmail.com
EIN # 87-2586229

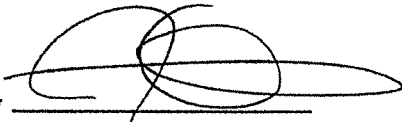
Client: City of Springfield, Illinois
Office of the Mayor
800 E. Monroe
Springfield, IL 62701
(217) 789-2000
EIN # 37-6002037

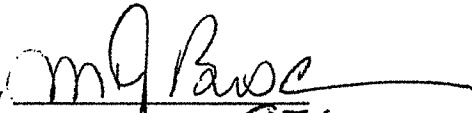
11. Miscellaneous

(a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their Agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

(b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

By 
Jessica Basham
Basham Government
Solutions, LLC

By 
Misty Buscher,
Mayor

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

11/07/2023

OFFICE REQUESTING: Office of the Mayor

CONTACT PERSON:

Misty Buscher

PHONE NUMBER:

217-789-2000

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

TYPE OF ORDINANCE: Request for Proposal

FISCAL IMPACT: \$75,000.00

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

SUGGESTED TITLE:

An Ordinance authorizing the execution of an agreement between the City of Springfield and Basham Government Solutions, LLC through RFQ MA24-18 for Professional Lobbying in an amount not to exceed \$75,000.00 for the Office of the Mayor.

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

Basham Government Solutions overview & scope

Basham Consultant Background

CONTRACTOR / VENDOR NAME: Basham Government Solutions, LLC

VENDOR NO:

CONTRACT TERM: 1 Year

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$75,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid

☒ Other: E RFQ/Prof Services

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

	Agency	Org	Activity	Object	Amount
1	001	101	MAYR	ADMN	1218
2					\$75,000.00
3					
4					

FUND CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

Requests for Qualifications were sought in the fall of 2023 for professional lobbying services on behalf of the City. Five registered lobbyists submitted RFQs for review with Basham Government Solutions, LLC providing the best qualifications and proposal for these services. Recommendation is award for a one year contract not to exceed \$75,000 per authorized budget amount.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2023-55524-420

17901
551-12-92

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 10/1/2024OFFICE REQUESTING: Office of the MayorCONTACT PERSON: Misty BuscherPHONE NUMBER: 789-2000EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Renewal (LOW-BID) FISCAL IMPACT: \$75,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A ONE-YEAR RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND BASHAM GOVERNMENT SOLUTIONS, LLC THROUGH RFQ MA24-18 FOR PROFESSIONAL LOBBYING IN AN AMOUNT NOT TO EXCEED \$75,000.00, FOR THE OFFICE OF THE MAYOR.

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

CONTRACTOR / VENDOR NAME: Basham Government Solutions, LLCVENDOR NO: VC*8300CONTRACT TERM: 1 year renewal

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	001	101	MAYR	ADMN	1218	\$ 75,000.00
2						
3						
4						

FUNDS CHECK BY: C. Heingel Date: 09/24/2024

DIRECTOR / SUPERVISOR SIGNATURE Date:

CITY PURCHASING AGENT: Michael Lesko Date: 09/24/2024

COMMENTS

Ordinance no. 551-12-23 authorized the execution of an agreement between the City of Springfield and Basham Solutions, LLC through RFQ MA24-18 for Professional Lobbying in an amount not to exceed \$75,000.00 for the Office of the Mayor. This ordinance authorizes a one-year renewal of the agreement under the existing terms, conditions and costs associated with the original agreement with Basham Solutions, LLC.

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM)

9/24/2024

AN ORDINANCE AUTHORIZING GRANT NO. 25-0155ORC FROM THE STATE OF ILLINOIS OFFICE OF THE ATTORNEY GENERAL, IN THE AMOUNT OF \$134,580.00, FOR THE ORGANIZED RETAIL CRIME GRANT PROGRAM AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$134,580.00 FOR THE SPRINGFIELD POLICE DEPARTMENT, FOR EMERGENCY PASSAGE

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

WHEREAS, the State of Illinois Office of the Attorney General has approved Grant No. 25-0155ORC in the amount of \$134,580.00 for the Springfield Police Department for the Organized Retail Crime Grant Program effective July 1, 2024, through June 30, 2025; and

WHEREAS, the Springfield Police Department desires to accept this grant; and

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount of \$134,580.00 for the Organized Retail Crime Grant Program; and

WHEREAS, a copy of the grant agreement shall be on file in the Office of the City Clerk and identified as No. 25-0155ORC.

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

Section 1: That the City Council hereby accepts Grant No. 25-0155ORC from the State of Illinois Office of the Attorney General for the Organized Retail Crime Grant Program in the amount of \$134,580.00 for the Springfield Police Department. The Mayor and City Clerk are hereby authorized to execute the grant and any documents necessary to effectuate this grant on behalf of the City of Springfield.

Section 2: That the City Council hereby authorizes a supplemental appropriation in the amount of \$134,580.00 from account number 001-112-POLC-ORCG-2014 into the following expenditure accounts:

EXPENDITURE ACCOUNTS	AMOUNTS
001-112-POLC-ORCG-1507	\$21,000.00
001-112-POLC-ORCG-1104	\$111,080.00
001-112-POLC-ORCG-1605	\$2,500.00

Section 3: That the Office of Budget and Management is hereby directed to make the necessary deposit of funds in accordance with the above-listed account.

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

S:\WPDOCS\Ordinances\SPD\2024\Grants\SPD Retail Crime Grant 25-0155ORC.doc

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9/26/24

Office of Corporation Counsel /Date



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

KWAME RAOUL
ATTORNEY GENERAL

**ORGANIZED RETAIL CRIME GRANT PROGRAM
GRANT AGREEMENT
25-0155ORC**

This agreement entered into this ____ day of _____, 2024, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and, City of Springfield, an Illinois governmental agency hereinafter referred to as Grantee, witnesseth:

WHEREAS, pursuant to Article 38, Section 30 of Public Act 103-0589, effective July 1, 2024 (the Public Act), the Illinois General Assembly has appropriated from the General Revenue Fund to the Attorney General the sum of \$5,000,000, or so much thereof as may be necessary, for grants to law enforcement agencies to investigate and prosecute organized retail crime.

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated, not signed, together with plans and specifications State of Illinois, as contemplated by the Public Act; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with all applicable standards and procedures; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Public Act and in consideration of Grantee's representations contained in its grant proposal dated, not signed, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:

1. TERM. The term of this Agreement is for a period of 12 months, commencing July 1, 2024, and ending June 30, 2025, unless sooner terminated as herein provided.

2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:

(a) Grantee shall operate a program in accordance with "Program Description and "Clients Served" of the application submitted to the Administrator;

(b) Grantee shall use \$134,580.00 as outlined in the Budget of the application. Funds are available to program expenditures as shown in the Budget, Exhibit A.

(c) Grantee shall maintain an accounting system that substantially comports with the requirements set forth in the provisions of Title 89, Section 1100.200 of the Illinois Administrative Code (89 Ill. Adm. Code §1100.200);

(d) Grantee shall submit to the Administrator financial and activity reports each quarter covering the previous three (3) month period. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than fifteen (15) days following the end of the reporting period. Such reports shall substantially comport with Title 89, Section 1100.270 (a) and (b) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.270 (a) and (b)). Failure to comply with the deadlines for filing reports may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

(e) Grantee shall permit agents of the Administrator to inspect the financial records of Grantee as they relate to this Agreement; and

(f) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services.

3. GRANT AWARD. Administrator agrees to contribute and provide financial support to Grantee in the amount of \$134,580.00. Grantee agrees to use such funds solely for the provision of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph four (4) of this Grant Agreement. Administrator shall complete processing before September 30, 2024, on the conditions that sufficient funds have been deposited and that such funds have been appropriated for the purposes of this Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement, and the Grantee has signed, notarized and returned an Agreement document to the Administrator prior to the processing date.

4. MODIFICATION OF PROGRAM. Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend the time constraints for the provision of such services as provided herein unless it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:

(a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;

(b) Incur expenses or financial obligations from such grant award in any line item category of such project budget in excess of the amount provided in such line item category; or

(c) Transfer any money from one line item category of such project budget to another line item category of such project budget except that a total amount of less than \$1,000 may be transferred within the budget without prior consent if done substantially in accordance with the requirements and restrictions of Title 89, Sections 1100.230 (e) (2) (A) – (E) of the Illinois Administrative Code (89 Ill. Adm. Code §1100.230 (e)(2)(A) – (E)).

5. ASSIGNMENT. Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.

6. TERMINATION OF AGREEMENT. This Agreement may be terminated and canceled for cause by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds, as provided in the rules promulgated by the Administrator for the implementation of the Organized Retail Crime Program.

7. EXPENDITURE OF GRANT FUNDS.

(a) All grant funds awarded hereunder shall be expended within the term of this Grant Agreement. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement. This Grant Agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*)

(b) Grantee agrees that neither it nor its employees shall:

1) knowingly use grant funds, or good or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity; or

2) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

For purposes of this paragraph, "prohibited political activity" has the meaning established in Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5). Grantee acknowledges that a knowing violation of this paragraph is a business offense, and that Grantee may be fined up to \$5,000.

8. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.

9. CHARITABLE ORGANIZATION STATUS. Grantee certifies that it is not a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 *et seq.*) and the Solicitation For Charity Act (225 ILCS 460/0.01 *et seq.*), and, if subject to either of these Acts, that all appropriate registration materials and annual reports have been filed with the Attorney General's Charitable Trust Bureau. Grantee, if subject to either of these Acts, agrees to notify the Administrator of the filing of appropriate registration materials and annual reports with the Attorney General's Charitable Trust Bureau that occurs after the date of this Agreement. Failure to timely submit all appropriate materials and reports to the Charitable Trust Bureau may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code (Procurement Code) prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

10. DISCRIMINATION.

(a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 *et seq.*) are applicable to this contract.

(b) Grantee hereby agrees to:

1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and

3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.

(c) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Special Project Grant Agreement, Grantee certifies that services, programs, activities provided under this Special Project Grant Agreement are and will continue to be in compliance with the ADA.

11. SEXUAL HARASSMENT POLICIES. Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of "sexual harassment" under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/6-101). 775 ILCS 5/2-105(A)(4).

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986).

13. BRIBERY. Grantee hereby certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, State, or local governmental entity. 30 ILCS 500/50-5. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

14. FELONY CONVICTION. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

15. SARBANES-OXLEY ACT. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5 of the Procurement Code (30 ILCS 500/50-10.5), which prohibits a business from bidding on or entering into a contract or subcontract under the Procurement Code, if the business or any officer, director, partner, or other managerial agent of

the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 et seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.

16. NON-ASSISTANCE CERTIFICATION. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5(e) of the Procurement Code (30 ILCS 500/50-10.5(e)), which prohibits a person or business from bidding on or entering into a contract with the State if the person or business:

(a) assisted the State or the Administrator in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

(b) assisted the State or the Administrator by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance, except as part of a publicly issued opportunity to review drafts of all or part of these documents.

For purposes of this Certification, "business" includes all individuals with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of business.

17. DEBT DELINQUENCY. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract with a State agency, unless that person or affiliate of that person, has entered into a deferred payment plan to pay off the debt. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

18. USE TAX. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the Procurement Code (30 ILCS 500/50-12), which prohibits a person from entering into a contract with a State agency, unless the person and all of the person's affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

19. ENVIRONMENTAL PROTECTION ACT. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is

no practicable contractual alternative available to the State. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

20. **FORCED LABOR.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

21. **CHILD LABOR CERTIFICATION.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (30 ILCS 584/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

22. **EDUCATIONAL LOANS.** To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 et seq.) applies hereto, Grantee certifies that it is not in default on an educational loan.

23. **BID RIGGING AND BID ROTATING.** Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/33E-3, 33E-4).

24. **DUES TO CLUBS WHICH DISCRIMINATE.** Grantee certifies that it is not prohibited from providing goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.

25. **INTERNATIONAL ANTI-BOYCOTT.** Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 (50 U.S.C. §4601 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act.

26. **DRUG FREE WORKPLACE CERTIFICATION.** This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.). If it meets the definition of "grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and

agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act (30 ILCS 580/3) by:

- (a) Publishing a statement:
 - i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;
 - ii) Specifying the actions that will be taken against employees for violations of such prohibition; and
 - iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - A) Abide by the terms of the statement; and
 - B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - i) The dangers of drug abuse in the workplace;
 - ii) Grantee's or contractor's policy of maintaining a drug free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Administrator within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

27. REVOLVING DOOR PROHIBITION CERTIFICATION. Grantee certifies that it is not barred from engaging in any procurement activities under Section 50-30 of the Procurement Code (30 ILCS 500/50-30).

28. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Grantee certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Grantee further certifies that it is not subject to backup withholding because: (a) Grantee is exempt from backup withholding; or (b) Grantee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Grantee that it is no longer subject to backup withholding. Grantee also certifies that it is a U.S. citizen or other U.S. person.

Name of Grantee: City of Springfield; Springfield Police Department
(This should match the exact name on file with the IRS for the TIN Number provided below)

TIN Number (Federal Employer Identification Number): 37-6002037

Grantee certifies that it is performing the services covered by this Agreement as a(n):
(please check one)

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Single-Member Limited Liability Company
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Estate or trust
- ☐ Limited Liability Company (select applicable tax classification)
 - ☐ C Corporation
 - ☐ S Corporation
 - ☐ Partnership
- ☐ Other: _____
 - ☒ Governmental Entity—Political Subdivision of the State of Illinois
 - ☐ Nonprofit corporation exempt under IRS Code Section 501(c)(3)

29. BOARD OF ELECTIONS REGISTRATION CERTIFICATION. Grantee certifies that either (check applicable box):

☒ The Grantee is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 of the Procurement Code (30 ILCS 500/20-160) and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General; or

☐ The Grantee has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office of the Attorney General and acknowledges a continuing duty to update the registration.

☐ This contract is voidable in accordance with the provisions of section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Grantee's failure to comply with section 20-160 with respect to the Grantee's contracts, bids, and proposals with the Attorney General.

30. EXPATRIATED ENTITY CERTIFICATION. As a condition of this Contract, Grantee certifies that it is not barred from bidding or entering into a contract with the State of Illinois as an "expatriated entity," as that term is defined in Section 1-15.120 of the Procurement Code (30 ILCS 500/1-15.120), or a member of a "unitary business group," as that phrase is defined in the Illinois Income Tax Act (35 ILCS 5/1501(a)(27)) with an expatriated entity as a member. 30 ILCS 500/50-17.

31. ATTEMPT TO INFLUENCE GRANT PROCESS CERTIFICATION. As a condition of this Contract, Grantee certifies that it has not retained a person or entity to attempt to influence the outcome of the award process associated with this grant.

32. CYBERSECURITY RISK CERTIFICATION. Grantee certifies that it is not prohibited from being awarded this grant due to a United States Department of Homeland Security Binding Operational Directive relating to cybersecurity risks. (30 ILCS 500/25-90).

33. LEGAL ENTITY AUTHORIZED TO TRANSACT BUSINESS IN ILLINOIS. Grantee certifies that it is a legal entity as of the date for submitting an application for the grant award contemplated by this Agreement. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a grantee prior to submitting an application for the grant contemplated by this Agreement. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of this Agreement,

34. NOTICES. All notices required to be served shall be served by certified mail, return receipt requested, duly addressed and postage prepaid. Notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ADMINISTRATOR:

Attorney General of the State of Illinois
115 South LaSalle Street
Chicago, Illinois 60603

GRANTEE:

City of Springfield - Springfield Police Department
800 E. Monroe
Springfield, Illinois 62701

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified and referred to. The grant number of this Grant Agreement is 25-0155ORC.

35. MAINTENANCE OF RECORDS. Grantee shall maintain and preserve all books, records, or papers relating to the programs or projects for which funds were provided under this contract, including the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract for a period of five (5) years after the completion of the contract. Grantee shall make available the contract and all books, records, and papers related to the contract for review and audit by the Auditor General of the State of Illinois or the Administrator. Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Administrator for the recovery of any funds paid under the Special Project Grant Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

36. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.

37. MODIFICATION OF AGREEMENT. No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

38. APPLICABLE LAWS. The Grant Agreement and the Grantee's obligations and services under the Grant Agreement are hereby made subject to and must be performed in compliance with all Federal and State laws. The Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

Administrator:

By: _____
Kwame Raoul, Illinois Attorney General

Date

Grantee: _____ GEM

By: _____

Signature: _____

Type or print name and title: _____

Date _____

GRANTEE CERTIFICATION:

I, _____, _____,
(Print Name) (Print Title)

hereby certify under oath, in accordance with section 4 of the Illinois Grant Funds Recovery Act (30 ILCS 705/4), that all information in this Grant Agreement is true and correct to the best of my knowledge, information and belief. I further certify, under oath, that the funds shall be used only for the purposes set forth in this Grant Agreement and that the award of grant funds is conditioned upon this certification.

(Signature) GEM

Subscribed and sworn before me on this ____ day of ____, 2024.

Notary Public

EXHIBIT A
Grant Award
PROJECT BUDGET
25-0155ORC

Equipment	
PTZ Cameras	\$21,000.00
Officer Overtime Pay	
Officer OT Pay	\$2,500.00
Contractual	
1 yr. Software Contract Renewal	\$111,080.00
Total:	\$134,580.00

Instructions for Completing Grant Agreement

Print a complete copy of the Agreement.

Do not make any corrections to the Agreement.

If there are any errors within the Agreement, please contact your Grant Administrator.

Page 1, Paragraph 1

- **DO NOT fill in the date at the top of Page 1.** This is for Administrator's use only and will be filled in with the Attorney General's countersignature.
- Confirm that the Agency's legal name is correct

Page 2, Paragraph b

- Confirm the correct grant award amount

Paragraph 3

- Confirm the correct grant award amount

Page 9, Paragraph 28

- Confirm Agency legal name and TIN Number are correct (must be an **exact match** with IRS filings)

Page 11, Paragraph 34

- Confirm the correct address for the Agency

Page 12, Signatures – Complete **all lines** as follows:

- **Grantee:** Print Agency Name
- **By:** Print Name of Signatory
- **Signature:** Signature of Signatory
- **Type of print name and title:** Print Name and Title of Signatory
- **Date:** Date Signatory signed in front of the Notary

Grantee Certification

- **Print Name and Title of Signatory**
- **Signature of Signatory**
- **For Notary to Compete:**
 - Subscribed and sworn before me: Print Date and Month
 - Notary Public: Signature of Notary Public
 - Page must also bear Notary's unexpired Notary Stamp

Page 13, Exhibit A

- Confirm Budget and Budget line items are correct

Final Actions

- Scan the signed Agreement and email back to your Grant Administrator

Once countersigned by the Attorney General, a copy of the Agreement will be returned via email.

UP083024

2024-421

ORDINANCE FACT SHEET

DATE OF 1st READING: 9/24/2024OFFICE REQUESTING: SPDCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☐ Yes ☒ If yes, explain justification - See attached document

Deadline for signed Grant Agreement will pass. Extension has been granted in order to return the signed agreement to Grantor as soon as possible.

FISCAL IMPACT: \$134,580.00

SUGGESTED TITLE: An Ordinance to accept \$134,580.00 in funding through the Organized Retail Crime Grant Program including A Supplemental Appropriation in order to Expend the funds provided by this Grant to investigate and prosecute Organized Retail Crime.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

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

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	ORCG	2014	134,580.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	ORCG	1507	21,000.00
2	001	112	POLC	ORCG	1605	111,080.00
3	001	112	POLC	ORCG	1104	2,500.00
4						

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

Grant Agreement

STAFF ANALYSIS

FUNDS CHECK BY: County ClerkDIRECTOR / SUPERVISOR: John StuhliCITY PURCHASING AGENT: Michael Lesko

SIGN OFF: _____

(Mayor's Signature)

Date: 09-23-2024Date: 9/19/24Date: 09/23/2024Ramona Metzger 9/23/2024
(Director of OBM)

The information supplied on this form is not confidential information.

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