

AN ORDINANCE AUTHORIZING PAYMENT TO DELL
MARKETING LP FOR MICROSOFT SOFTWARE ASSURANCE
MAINTENANCE IN AN AMOUNT NOT TO EXCEED \$71,429.92
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance authorizes the payment for software maintenance fees and updates renewals, known as Software Assurance, for Microsoft Server and Database Software for a one-year term from Dell Marketing LP ("Dell") in an amount not to exceed \$71,429.92 under the State of Illinois Contract No. 19-448DOIT-INFOT-P-17680, and

WHEREAS, this software is utilized for Server Virtualization, Application Development, SQL Databases, and Active Directory, which are used by the Information Systems Division, Electric Division, and the Springfield Police Department for corporate applications, and

WHEREAS, in accordance with the provisions of Section 38.50(1) of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint purchase under a State of Illinois Contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of Microsoft Software Assurance Maintenance from Dell in an amount not to exceed Seventy-One Thousand Four Hundred Twenty-Nine Dollars and Ninety-Two Cents (\$71,429.92).

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

Section 3. The payment to Dell for the total maximum amount not to exceed Seventy-One Thousand Four Hundred Twenty-Nine Dollars and Ninety-Two Cents (\$71,429.92) from Account Nos. 101-200-JB-6246-1605 and 102-200-JB-7846-1605 is hereby authorized, approved, and directed.

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

PASSED: _____, 2024

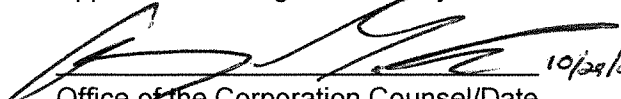
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 10/29/24
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: Dell Marketing LP
CONTRACT AMOUNT: \$71,429.92
TYPE OF AWARD: Joint Purchase - State

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 501-11-23, Dell, 1 yr., \$70,319.84, Joint Purchase

INFORMATION:

This Ordinance authorizes the payment to Dell Marketing LP ("Dell") to purchase Microsoft software assurance maintenance for Microsoft Windows Server, Database, Client access licenses, and Visual Studio Software access licenses in an amount not to exceed \$71,429.92. Software Assurance is a comprehensive volume-licensing program that includes a unique set of technologies, services, and rights to help deploy, manage, and use your Microsoft products more efficiently. Using Software Assurance benefits can help the City take full advantage of its investments in IT. This renewal is for a one-year term.

The State of Illinois solicited bids and allows municipalities to share in the bulk cost savings by ordering off such contracts. This purchase is from CMS joint purchasing contract 19-448DOIT-INFOT-P-17680.

Dell is not a local vendor.



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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: October 11, 2024

SUBJECT: Joint Contract Purchasing Determination

I have reviewed the Ordinance Fact Sheet with Microsoft Software Assurance support and maintenance for a 1-year term for the Office of Public Utilities.

The State of Illinois Joint Purchasing Contract Number is #24-448DOIT-INFOT-P-17680.

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



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#).

Quote No. 1024269705439.1
Total \$71,429.92
Customer # 4003471
Quoted On Oct. 03, 2024
Expires by Nov. 02, 2024
Contract Code C000001197009

Sales Rep Phillip Reavis
Phone 1(800) 456-3355, 80000
Email Phillip.Reavis@Dell.com
Billing To ACCOUNTS PAYABLE
CITY OF SPRINGFIELD-CWLP
300 S 7TH ST
STE 210
SPRINGFIELD, IL 62701-1935

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Phillip Reavis

Shipping Group

Shipping To

JAY UNDERFANGER
109 MUNICIPAL CTR WEST
SPRINGFIELD, IL 62757
(217) 789-2043

	Quantity	Unit Price	Subtotal
MICROSOFT SELECT PLUS - 556559			
1. VLA WINDOWS SERVER DATACENTER PER 16 CORE LICENSES LIC/SA	2	\$2,342.30	\$4,684.60
2. VLA WINDOWS SERVER CAL USER CAL SOFTWARE ASSURANCE	1550	\$8.31	\$12,880.50
3. VLA WINDOWS SERVER DATACENTER PER 2 CORE LICENSES SA	128	\$126.29	\$16,165.12
4. VLA WINDOWS SERVER STD PER 2 CORE LICENSES SA	120	\$22.43	\$2,691.60
5. VLA VISUAL STUDIO ENT W/ MSDN SA ALL LANGUAGES	10	\$1,069.36	\$10,693.60
6. VLA SQL SERVER STD SA PER 2 CORE LIC	6	\$584.95	\$3,509.70

7. VLA WINDOWS REMOTE DESKTOP SERVICES PER USER SA	5	\$24.09	\$120.45
8. VLA SQL SERVER ENT SA PER 2 CORE LIC	4	\$2,241.76	\$8,967.04
9. VLA SQL SERVER ENT SA PER 2 CORE LIC	2	\$2,241.76	\$4,483.52
10. VLA VISUAL STUDIO ENT W/ MSDN SA ALL LANGUAGES	1	\$1,069.36	\$1,069.36
11. VLA WINDOWS SERVER USER CLIENT LICENSE/SOFTWARE ASSURANCE	5	\$18.28	\$91.40
12. VLA WINDOWS SERVER DATACENTER PER 16 CORE LICENSES LIC/SA	2	\$2,342.30	\$4,684.60
13. VLA WINDOWS REMOTE DESKTOP SERVICES PER USER LIC/SA	11	\$55.67	\$612.37
14. VLA VISUAL STUDIO PRO W/ MSDN LIC/SA ALL LANGUAGES	1	\$349.81	\$349.81
15. VLA AZURE DEV OPS SERVER LIC/SA	1	\$147.90	\$147.90
16. VLA WINDOWS REMOTE DESKTOP SERVICES PER USER LIC/SA	5	\$55.67	\$278.35

Subtotal:	\$71,429.92
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$71,429.92
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Shipping Group Details

Shipping To

JAY UNDERFANGER
109 MUNICIPAL CTR WEST
SPRINGFIELD, IL 62757
(217) 789-2043

	Quantity	Unit Price	Subtotal
MICROSOFT SELECT PLUS - 556559			
1. VLA WINDOWS SERVER DATACENTER PER 16 CORE LICENSES LIC/SA	2	\$2,342.30	\$4,684.60
SKU: AA752187	MFG Part #:	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Sep. 30, 2025	
2. VLA WINDOWS SERVER CAL USER CAL SOFTWARE ASSURANCE	1550	\$8.31	\$12,880.50
SKU: AC526349	MFG Part #:	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Sep. 30, 2025	
3. VLA WINDOWS SERVER DATACENTER PER 2 CORE LICENSES SA	128	\$126.29	\$16,165.12
SKU: AB243116	MFG Part #:	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Sep. 30, 2038	
4. VLA WINDOWS SERVER STD PER 2 CORE LICENSES SA	120	\$22.43	\$2,691.60
SKU: AC244411	MFG Part #:	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Sep. 30, 2038	
5. VLA VISUAL STUDIO ENT W/ MSDN SA ALL LANGUAGES	10	\$1,069.36	\$10,693.60
SKU: A8545117	MFG Part #:	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Sep. 30, 2038	
6. VLA SQL SERVER STD SA PER 2 CORE LIC	6	\$584.95	\$3,509.70
SKU: A5925316	MFG Part #:	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Sep. 30, 2038	
7. VLA WINDOWS REMOTE DESKTOP SERVICES PER USER SA	5	\$24.09	\$120.45
SKU: AC250730	MFG Part #:	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Sep. 30, 2038	
8. VLA SQL SERVER ENT SA PER 2 CORE LIC	4	\$2,241.76	\$8,967.04
SKU: A5925791	MFG Part #:	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Sep. 30, 2038	
9. VLA SQL SERVER ENT SA PER 2 CORE LIC	2	\$2,241.76	\$4,483.52
SKU: A5925791	MFG Part #:	OLS Purchase Type:	
Current Duration:	Total Duration:	Maint. End Date: Sep. 30, 2038	
10. VLA VISUAL STUDIO ENT W/ MSDN SA ALL LANGUAGES	1	\$1,069.36	\$1,069.36

SKU: A8545117

MFG Part #:

OLS Purchase Type:

Current Duration:

Total Duration:

Maint. End Date: Sep. 30, 2038

11. VLA WINDOWS SERVER USER CLIENT LICENSE/SOFTWARE ASSURANCE

5 \$18.28 \$91.40

SKU: AC526350

MFG Part #:

OLS Purchase Type:

Current Duration:

Total Duration:

Maint. End Date: Sep. 30, 2025

12. VLA WINDOWS SERVER DATACENTER PER 16 CORE LICENSES LIC/SA

2 \$2,342.30 \$4,684.60

SKU: AA752187

MFG Part #:

OLS Purchase Type:

Current Duration:

Total Duration:

Maint. End Date: Sep. 30, 2038

13. VLA WINDOWS REMOTE DESKTOP SERVICES PER USER LIC/SA

11 \$55.67 \$612.37

SKU: AC783339

MFG Part #:

OLS Purchase Type:

Current Duration:

Total Duration:

Maint. End Date: Sep. 30, 2025

14. VLA VISUAL STUDIO PRO W/ MSDN LIC/SA ALL LANGUAGES

1 \$349.81 \$349.81

SKU: A9943051

MFG Part #:

OLS Purchase Type:

Current Duration:

Total Duration:

Maint. End Date: Sep. 30, 2025

15. VLA AZURE DEV OPS SERVER LIC/SA

1 \$147.90 \$147.90

SKU: AC164428

MFG Part #:

OLS Purchase Type:

Current Duration:

Total Duration:

Maint. End Date: Sep. 30, 2038

16. VLA WINDOWS REMOTE DESKTOP SERVICES PER USER LIC/SA

5 \$55.67 \$278.35

SKU: AC783339

MFG Part #:

OLS Purchase Type:

Current Duration:

Total Duration:

Maint. End Date: Sep. 30, 2025

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Master Blanket Purchase Order 19-448DOIT-INFOT-P-17680

Header Information

Purchase Order Number:	19-448DOIT-INFOT-P-17680	Release Number:	0	Short Description:	JPMC Microsoft LSP Contract
Status:	3PS - Sent	Purchaser:	Dante Watson	Receipt Method:	Quantity
Fiscal Year:	2019	PO Type:	Blanket	Minor Status:	
Organization:	DoIT - Department of Innovation and Technology	Location:	AB004 - ALL Locations	Type Code:	Competitive Sealed Bidding
Department:	INFOTECH448 - Information Technology	Entered Date:	05/06/2020 11:09:20 AM	Control Code:	
Alternate ID:	9100001030	Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	10	Release Type:	Direct Release	Pcard Enabled:	No
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$0.00
Catalog ID:					
Contact Instructions:	Contact Dante Watson				
Is this a Small Business Set Aside Procurement?:	No				
Date Contract Executed:	07/09/2020				
Master Contract?:	Yes				
Original/ Old Contract/PO Number:	CMT1176800				
Incoterm Key:					
Incoterm Location (City):					
Release Begin Date:					
Release End Date:					
Is there a BEP/VBP Participation Goal? :	No				
Agency Attachments:	Forms A Section V.18.1~9.docx Forms B Section V.20.1~14.docx FINAL DRAFT Dec 13 Microsoft LSP IFB V.22 12.13.19.docx Addendum 1 Questions and Answers Microsoft LSP V1.docx				

SPO Signed NOA for Microsoft LSP B-11972.pdf

Executed MS LSP JPMC Master CMT1176800_Redacted.pdf

Vendor Attachments:**Primary Vendor Information & PO Terms****Vendor:****V00005806 - DELL
MARKETING LP**Larry Postlewait
ONE DELL WAY RR8-06
ROUND ROCK, TX 78582
US
Email:
Larry.Postlewait@dell.com
Phone: (309)300-0090**Payment Terms:** NA**Shipping Method:****Shipping Terms:****Freight Terms:****PO Acknowledgements:**

Document

Notifications

Acknowledged Date/Time

Purchase
OrderEmailed to Larry.Postlewait@dell.com at 08/05/2020
08:24:31 PM**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00005806	DELL MARKETING LP	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 07/31/2020 **Master Blanket/Contract End Date:** 07/30/2024
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
448DOIT - DoIT - Department of Innovation and Technology	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$119,148.33	\$0.00

2024-440

ORDINANCE FACT SHEET

DATE OF 1st READING: 11-5-24

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: \$71,429.92

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

CONTRACTOR / VENDOR NAME: Dell Marketing LP

VENDOR NO: _____

CONTRACT TERM: 1 yr. Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$71,429.92

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: 38.50(1)

Previous Ord #'s 501-11-23

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	200	JB	6246	1605	10,714.49
2	102	200	JB	7846	1605	60,715.43
3						
4						

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

Dell's quote

STAFF ANALYSIS

Ordinance authorizing the payment for software maintenance fees and updates renewals, known as Software Assurance, for Microsoft Server and Database Software for a one-year term from Dell Marketing LP ("Dell") in an amount not to exceed \$71,429.92 under the State of Illinois Contract No. 19-448DOIT-INFOT-P-17680

FUNDS CHECK BY: Cavanaugh, Rachel H.

Digitally signed by Cavanaugh, Rachel H.
Date: 2024.10.11 15:16:26 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.10.11 15:02:11 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.10.11 15:23:35 -05'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2024.10.11 16:09:07 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-440

AN ORDINANCE APPROVING A STATEMENT OF WORK WITH LEVI, RAY &
SHOUP, INC. ("LRS") IN AN AMOUNT NOT TO EXCEED \$95,200.00, FOR
CONSULTING SERVICES IN RELATION TO THE M365 UPGRADE PROJECT,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves a Statement of Work ("SOW") in an amount not to exceed \$95,200.00, with Levi, Ray & Shoup, Inc. ("LRS") and,

WHEREAS, the Information Systems Division will be implementing the Microsoft M365 Upgrade Project, and

WHEREAS, the SOW with LRS is for the groundwork and consulting of the migration of users into the Entra ID and Exchange Online for the Microsoft M365 Upgrade Project, 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.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves a SOW with LRS in an amount not to exceed Ninety-Five Thousand Two Hundred Dollars and No Cents (\$95,200.00).

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

Section 3. The payment to LRS for the total maximum amount of Ninety-Five Thousand Two Hundred Dollars and No Cents (\$95,200.00) from Account Nos. 101-200-JB-6240-1218, 102-200-JB-7840-1218, 101-200-JB-6246-1605, and 101-200-JB-7846-1605 is hereby authorized, approved, and directed.

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

PASSED: _____, 2024

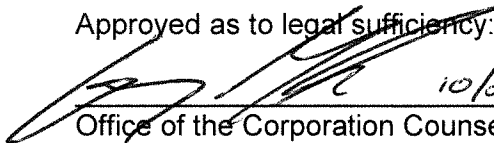
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 10/25/24
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: Levi, Ray & Shoup, Inc.
CONTRACT AMOUNT: \$95,200.00
TYPE OF AWARD: Professional Service / Statement of Work

PRIOR ORDINANCE INFORMATION:

Related: The current ordinance request for Dell Marketing LP for the purchase of Microsoft 365 product subscriptions.

INFORMATION:

This Ordinance approves a Statement of Work with Levi, Ray & Shoup, Inc. ("LRS") for consulting and the groundwork for migrating users into Entra ID and Exchange Online for the M365 Upgrade Project.

This project is based on time and materials up to \$68,000.00 and a software license purchase for migrations of \$27,200.00. LRS Consulting will handle the groundwork and guidance of this project, while city staff will handle migration and administration. The anticipated duration of the consulting services is six (6) months.

LRS is a local vendor.



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

MEMORANDUM

TO: Office of Public Utilities, Information Systems Division
FROM: Mike Lesko, Purchasing Agent *JML*
DATE: October 22, 2024
SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet to Levi Ray & Shoup, Inc. to provide Microsoft365 service upgrades to the City of Springfield in an amount not to exceed \$95,200.00.

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 Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



STATEMENT OF WORK

LRS Statement of Work Number: LRS-35842

As evidenced by their signatures below, both parties agree that this Statement of Work ("SOW") is a part of and shall be governed by the LRS IT Solutions Customer Agreement between LRS and City of Springfield, IL City Water Light & Power ("Customer") with contract number 1-5RYT1 ("Customer Agreement"). Terms in this SOW shall have the same meaning as in the Customer Agreement.

This SOW defines the scope of work to be performed by LRS. The tasks to be performed by LRS are defined. In addition, the responsibilities of Customer are listed. The SOW includes the following subsections:

- LRS Responsibilities
- Customer Responsibilities
- Key Assumptions
- Change Control
- Completion Criteria
- Estimated Schedule
- Charges
- Other Agreements
- Signatures

The following are attached to this SOW and incorporated into this SOW:

- Appendix A, "Project Change Control Procedure"

1. Scope of Services:

1.1. LRS Responsibilities:

1.1.1. **Project Tasks:** LRS will migrate the Customer's on-premises Exchange 2019 environment to Exchange Online.

LRS will complete the migration completing the following tasks:

- Review/Configure DKIM/DMARC/SPF
- Ensure all users are synced to Entra ID
- Determine user migration order
- Configure migration tool
- Grant Azure tenant permissions
- Import mailbox list
- Configure Azure tenant for email (eg transport rules, etc)
- Stage migration
- Delta sync
- Full migration (cutover)
- Troubleshooting

Out of Scope :

LRS will not complete the migration of the following items:

- Email templates
- Safe Sender/Block Lists
- Mail Settings
- Standalone documents stored in Mailbox Folders or Public Folders (Example: IPM.Document item types)
- System Public Folders
- StickyNote folders
- Public Folder Permissions



STATEMENT OF WORK

LRS Statement of Work Number: LRS-35842

1.2 **Customer Responsibilities:** Execution of the specific LRS Services is dependent on the Customer fulfilling the following responsibilities:

1.2.1 Customer shall provide all resources necessary to successfully complete the engagement in a timely manner. These resources include, but are not limited to, the following:

- Timely access to appropriate personnel,
- Access to required computer systems, applications and networks.
- Appropriate work space that is not shared with other Customer employees or consultants,
- Office space and required office resources such as power supplies, photocopiers, fax machines, telephones, and meeting rooms,
- Access to all technical data and information as may be determined by LRS to be necessary to provide the services included under this SOW, including but not limited to, reference and instructional materials about Customer's computing environment, standards, procedures, etc., and to any documentation relating to relevant Customer applications.
- Customer will:
 - Purchase Exchange licenses (G3)
 - Sync Exchange users to Entra ID
 - Review email security appliance custom mail rules
 - Office Suite Reinstall (perpetual to subscription)
 - Manage the On-Premises Exchange Server for:
 - Permissions, including Application impersonation
 - Connectivity, including verifying EWS is accessible (<https://testconnectivity.microsoft.com>) and disable throttling.
 - Manage the Customers Exchange Online environment for:
 - Permissions, Global Administration, and maintaining the environment without Multifactor Authorization

1.2.2 Customer Focal Point

Prior to the start of this SOW, Customer will designate a focal point person to whom all LRS communications will be addressed ("Customer Project Manager"). The Customer Project Manager will:

- Serve as the interface between the LRS Project Manager and all Customer departments participating in this project.
- Administer any project changes in accordance with the Customer Agreement and this SOW.
- Resolve deviations from project plans that may be caused by Customer.
- Help resolve project issues and escalate issues within the Customer organization as necessary.
- Proactively participate in status meetings in connection with this project.
- Schedule and coordinate Customer resources for on-site meetings and interviews
- Provide access to Customer facilities as required
- Schedule internal resources for interim and final presentations
- Ensure executive-level attendance at final presentation
- Receive project status reports.
- Evaluate progress of tasks against project plan and schedule

Completion Criteria: This task will be complete when the project is complete per Section 4 "SOW Completion Criteria".

Deliverables: None

2. **Key Assumptions:**

This SOW and LRS' estimates to perform are based on the following key assumptions.

1. Some LRS activities on this project may be performed on LRS premises.
2. Services may be performed by an LRS subcontractor.



STATEMENT OF WORK

LRS Statement of Work Number: LRS-35842

3. LRS will provide services under this SOW during normal business hours, 8:00 a.m. to 5:00 p.m. (Customer's time zone, excluding holidays) Monday through Friday, except LRS and Customer holidays, unless otherwise specified.
4. If LRS-owned workstations are not allowed to connect to the Customer's network, and network access is required to perform the contracted tasks, Customer must provide a workstation for use by LRS personnel during the term of this SOW.
5. If LRS assistance will be provided from an off-site location, Customer will arrange for remote access into the Customer's network, including appropriate credentials as required by Customer's security policies.

3. Change Control:

Deviations that arise during the proposed project will be managed through the procedure described in Appendix A, "Project Change Control Procedure". The investigation and any changes may result in modifications to the charges, estimated schedule, or other terms of this SOW.

4. SOW Completion Criteria

LRS shall have fulfilled its obligations under this SOW when any of the following first occurs:

- o LRS accomplishes the LRS tasks described under "LRS Responsibilities".
- o Notice from Customer, in writing, that further Services are not required.
- o Termination of this SOW pursuant to the terms of the Customer Agreement.

5. Estimated Schedule

The services will be performed consistent with the start date plus 8 week estimated schedule. The parties agree to make reasonable efforts to carry out their respective responsibilities in order to achieve the schedule.

6. Charges:

The tasks listed above will be performed for an hourly charge per assigned consultant:

Resource	Standard Rate	Off-Shift Rate
Consultant(s)	\$225.00 *	\$337.50*

* Standard rate is charged during regular business hours (Monday-Friday 8 a.m. – 5 p.m. in the Customer's time zone, excluding holidays). Off-shift rate is charged outside of regular business hours

If travel is required outside the assigned consultant's, or consultants' home base of operations, Customer will be charged for time and expenses to reach the Customer site:

- For automobile travel, round trip mileage and one-way windshield time. Mileage expenses are based upon the current IRS allowable guidelines.
- For common carrier (scheduled bus/train/plane) travel, one-way scheduled transit time.
- For all travel, actual reasonable and customary travel costs incurred by the consultant(s).

If any additional support or service fees are charged to LRS during the course of this project, the charges will be billed on a cost basis in addition to the hourly rate.

Reimbursement for Special Items:

Should the tasks listed in the Section 1. "Scope of Services" above require assistance from third-party hardware or software vendor technical support, and should that support be on a "for fee" basis, that fee will be billed to the Customer on a cost basis in addition to the charges listed in Section 6. "Charges".

7. Other Agreements:



STATEMENT OF WORK

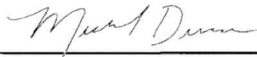
LRS Statement of Work Number: LRS-35842

If any LRS-written computer-executable procedures or scripts are provided as part of the listed tasks, then:

- An operating system-provided procedure or scripting language will be used to execute LRS-written computer-executable procedures ("Programs").
- LRS grants Customer a perpetual, non-exclusive, non-transferable, license to use the Programs for Customer's internal business purposes.
- Notwithstanding anything to the contrary in the SOW or the Customer Agreement, the Programs remain LRS' property and are not a "work made for hire" under federal copyright law.
- The Programs are provided on an "AS IS" basis **AND LRS MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. **Acceptance:**

Signatories represent that they are authorized to sign on behalf of their respective companies.

	Levi, Ray & Shoup, Inc. (LRS)		City of Springfield, IL City Water Light & Power (Customer)
By:		By:	
Name:	Michael Duncan	Name:	Misty Buscher
Title:	Director, IT Solutions Service Delivery	Title:	Mayor
Date:	10/10/2024	Date:	



STATEMENT OF WORK

LRS Statement of Work Number: LRS-35842

Appendix A: Project Change Control Procedure

When both parties agree to a change in this SOW, a written Addendum describing the agreed change will be prepared, which both parties must sign. The Addendum will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. Depending on the extent and complexity of the requested changes, LRS may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, LRS will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Addendum will prevail over those of this SOW or any previous Addendum.

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/5/24

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$95,200.00SUGGESTED TITLE: Authorize SOW / services / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Levi, Ray and Shoup, Inc.

VENDOR NO: _____

CONTRACT TERM: approx. 6 monthsChange in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$95,200.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☐ Other: _____☒ Exception: Professional Ser.Code Provision: 38.42

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	200	JB	6240	1218	10,200.00
2	102	200	JB	7840	1218	57,800.00
3	101	200	JB	6246	1605	4,080.00
4	101	200	JB	7846	1605	23,120.00

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

Statement of Work

STAFF ANALYSIS

ORDINANCE APPROVING A STATEMENT OF WORK WITH LEVI, RAY & SHOUP, INC. ("LRS") IN AN AMOUNT NOT TO EXCEED \$95,200.00, FOR CONSULTING SERVICES FOR THE M365 UPGRADE PROJECT.

FUNDS CHECK BY: Cavanaugh, Rachel H.Digitally signed by Cavanaugh, Rachel H.
Date: 2024.10.22 08:50:12 -05'00'DIRECTOR / SUPERVISOR: Doug BrownDigitally signed by Doug Brown
Date: 2024.10.22 08:25:52 -05'00'CITY PURCHASING AGENT: Lesko, MikeDigitally signed by Lesko, Mike
Date: 2024.10.22 09:26:07 -05'00'

SIGN OFF: _____

(Mayor's Signature)



Date: _____

Date: _____

Date: _____

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2024.10.24 11:43:37 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-441

**AN ORDINANCE REGARDING THE VARIANCE REQUEST OF
SECTION 153.157(L) PERTAINING TO RESTRICTION OF ACCESS TO
AN ARTERIAL STREET FOR CENTENNIAL PARK PLACE 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 Centennial Park Place Subdivision 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 Centennial Drive via four private access drives; and

WHEREAS, the Land Subdivision Committee recommended denial of the variance request and the Regional Planning Commission recommended approval of the variance request 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 disagrees with the recommendations of the Land Subdivision Committee and agrees with 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 agrees with the recommendations of the Land Subdivision Committee and disagrees with 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 Centennial Drive via two private access drives.

() Denied.

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

PASSED: _____, 2024

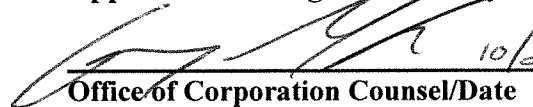
SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

 10/28/24

Office of Corporation Counsel/Date

Requested by: Mayor Misty Buscher

Location: Ward 10

ORDINANCE FACT SHEET

DATE OF 1st READING: November 5, 2024CONTACT PERSON: Daniel CrouseOFFICE REQUESTING: Office of Public WorksPHONE NUMBER: 217-789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING/DENYING THE VARIANCE REQUEST OF SECTION 153.157(L) PERTAINING TO THE RESTRICTION OF ACCESS TO AN ARTERIAL STREET FOR CENTENNIAL PARK PLACE 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/denying the variance request for Section 153.157(L) to allow for access onto Centennial Drive, an arterial roadway. The Land Subdivision Committee recommended denial of the variance request, whereas the Regional Planning Commission recommended approval of the variance request. The subdivision is located on the west side of Lenhart Road and the south side of W. Iles Avenue.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: North Bolton

CITY PURCHASING AGENT:

SIGN OFF: _____

(Mayor's Signature)

GEM

Date: _____

Date: 10/25/24

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2024-442

**AN ORDINANCE APPROVING/DENYING THE REVISED PRELIMINARY
PLAN OF CENTENNIAL PARK PLACE FOR THE OFFICE OF PUBLIC
WORKS**

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

WHEREAS, the Land Subdivision Committee and the Springfield / Sangamon County Regional Planning Commission have reviewed the revised Preliminary Plan; and

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

WHEREAS, the Land Subdivision Committee recommends that the revised preliminary plan be denied by the City Council and the Springfield/Sangamon County Regional Planning Commission recommends that the revised preliminary plan be approved by the City Council.

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

Section 1: The revised preliminary plan of Centennial Park Place is hereby:
(The City Clerk shall check the following based upon the outcome of the vote.)

- () Approved
() Denied

by the City Council of the City of Springfield, Illinois.

Section 2: The Mayor is authorized to sign and the City Clerk to attest:

- () Approval
() Denial

of said map for and in the name of the city.

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

PASSED: _____, 2024

SIGNED: _____, 2024

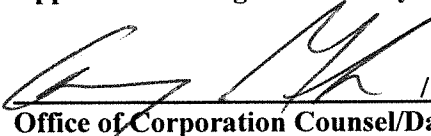
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 10/28/24
Office of Corporation Counsel/Date

Location: Ward 10



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Molly Berns, Executive Director 

DATE: October 16, 2024

RE: Subdivision Recommendation – Centennial Park Place – Preliminary Plan
and Variance Section 153.157(L)

Enclosed is a summary of a Preliminary Plan and Variance reviewed at the October 16, 2024 Regional Planning Commission meeting. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this subdivision for your convenience.

The original and the required number of prints have been forwarded to the City Clerk for transmittal to the appropriate City departments. After the City Engineer receives the 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



October 16, 2024

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

RE: Centennial Park Place Preliminary Plan and Variance Section 153.157(L)

Dear Mr. Lesko,

At its October 16, 2024 meeting, the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Preliminary Plan and Variance. Transmitted herewith you will find the original and prints, all endorsed by the Executive Director of the Springfield-Sangamon County Regional Planning Commission as required by the City of Springfield Land Subdivision Ordinance.

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

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

Sincerely,

A handwritten signature in cursive script, reading "Molly Berns", is written over a horizontal line.

Molly Berns
Executive Director

MB/JZ/EP/SR/st

Enc

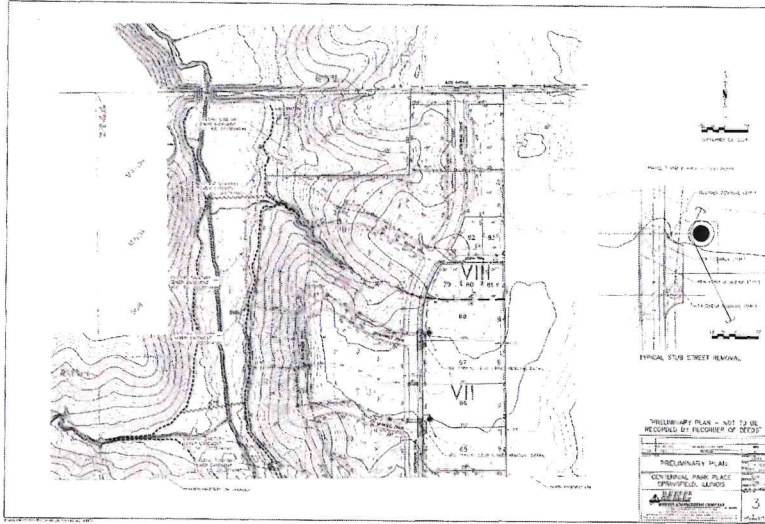
CC: Dan Crouse
Tim Griffin
Greg Moredock
Centennial Park Subdivision LLC
Martin Engineering Company



2024-443



PROJECT SUMMARY



Development: Centennial Park Place - Preliminary Plan and Variance of Section 153.157(L)

Owner: Centennial Park Subdivision LLC Acres: 124 Acres

Engineer: Martin Engineering Company Lots: 340

Location: Pt. of the NE 1/4 and pt. of the SE 1/4 Sec. 9, and pt. of the S 1/2 of the NW 1/4 Sec. 10, T15N, R6W - Located on Hedley Road and Centennial Drive.

Corporate Limits: ☒ in ☐ out

Project description: The Preliminary Plan will divide the unplatted portion of Centennial Park Place. The 7th Addition will include 4 large single-family residential lots and the developer has requested a variance of Section 153.157(L) to allow 4 new access points onto Centennial Drive, an arterial street, to serve the lots. The 8th Addition will consist of 5 single-family residential lots located along a stub street extending Elisha Trail.

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

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

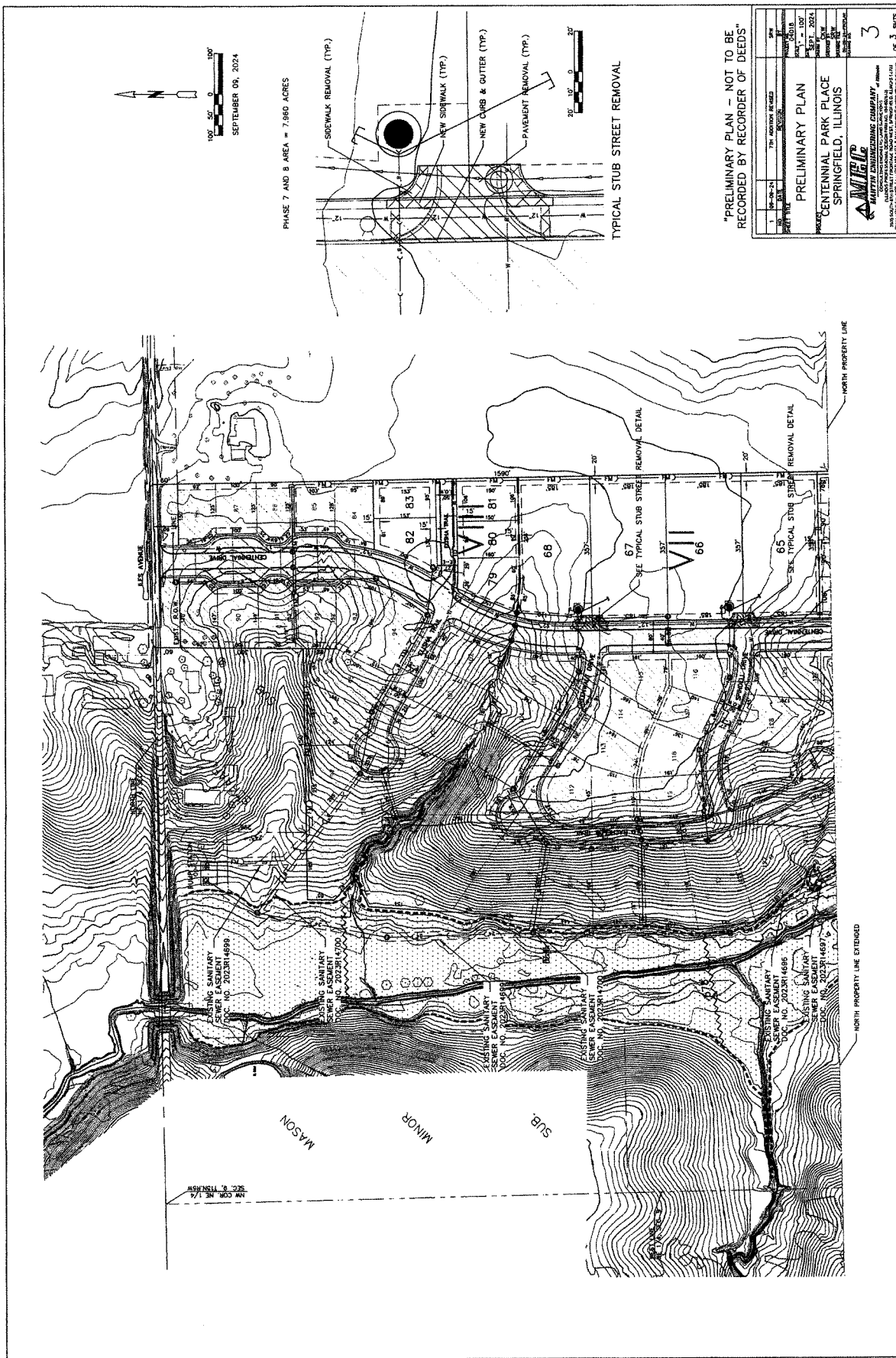
Recommendation: The Land Subdivision Committee recommended denial of the Preliminary Plan and Variance. The Regional Planning Commission recommended approval of the Preliminary Plan and Variance.

[illegible]

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2024-443



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2024-443

"PRELIMINARY PLAN - NOT TO BE RECORDED BY RECORDER OF DEEDS"

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

NORTH PROPERTY LINE EXTENDED

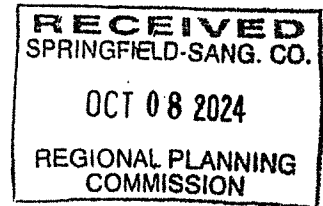
2024-443

**MARTIN ENGINEERING COMPANY****CONSULTING ENGINEERS/LAND SURVEYORS**

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

September 6, 2024

Springfield Sangamon County
Regional Planning Commission
200 South 9th Street
Room 212
Springfield, Illinois 62701
Attn: Joe Zeibert



RE: Centennial Park Place 7th Addition
Variance Request / Access to Arterial
MEC No. 04018-7

Dear Joe:

On behalf of the Subdivider of the above referenced project, I request a variance of Section 153.157(L) to allow direct access to Centennial Drive for lots 65, 66, 67 and 68.

Based on the requirements of Section 153.207(c)...

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

The area will be platted as four (4) large estate lots. Therefore, there will be a large distance between the driveways. Centennial Drive, while still considered an arterial, will have much less traffic than most arterials since the extension of Curran Road was moved to Emerson Road and will no longer connect to Centennial Drive. Likewise, Centennial Drive is only planned to extend one (1) mile north to Old Jacksonville Road in the future. These estate lots will have deep front yard set backs and covenants will require that cars exiting the lots turn around within the parcel and pull forward onto the street rather than backing onto Centennial Drive.

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

The property's only road frontage is an arterial street. In order to develop the property as large estate lots, no additional road

construction is needed or practical. These lots are so large that it is not practical to construct long drives in order to share driveways.

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

Constructing a public street to these lots would reduce the size and require public maintenance of additional streets that only serve four (4) lots.

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

Public roads are generally constructed to serve more than two lots. Constructing a public street to serve two lots would not be practical.

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 circumstances upon which the request for variance is based is the desire to create large estate lots to meet current market demand.

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

The purpose of variation is based on the desire to create large lots and not to construct an impractical public street.

Thank you for your consideration of this matter.

Respectfully,

MARTIN ENGINEERING COMPANY

A handwritten signature in black ink that reads "Steven R. Walker /m". The signature is written in a cursive, flowing style.

Steven R. Walker, P.L.S.
Executive Vice-President

Cc: Bob Giacomini & Tom Giacomini

ORDINANCE FACT SHEET

DATE OF 1st READING: November 5, 2024OFFICE REQUESTING: Public WorksCONTACT PERSON: Daniel CrousePHONE NUMBER: 217-789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING/DENYING THE REVISED PRELIMINARY PLAN OF CENTENNIAL PARK PLACE 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

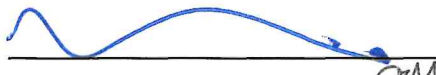
An ordinance approving/denying the revised preliminary plan of Centennial Park Place for the Office of Public Works. The Land Subdivision Committee recommended denial of the revised preliminary plan and the associated variance, whereas the Regional Planning Commission recommended approval of the revised preliminary plan and the associated variance. The subdivision is located on the west side of Lenhart Road and the south side of W. Iles Avenue. The location of the proposed revision to the preliminary plan is on the east side of Centennial Drive, north of Hedley Road.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: Nath Ball

CITY PURCHASING AGENT:

SIGN OFF:


(Mayor's Signature)

Date: _____

Date: 10/25/24

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2024-443

**AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BY THE
CITY OF SPRINGFIELD FROM JJ9 PROPERTIES, LLC, IN AN AMOUNT NOT
TO EXCEED \$2,000.00, FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, JJ9 Properties, LLC own real estate located at 1700 N. 11th Street in Sangamon County; and

WHEREAS, the City of Springfield, through the Office of Public Works, desires to purchase said real estate in the amount of \$2,000.00 for public purposes specifically associated with the Springfield Rail Improvement Project, Usable Segment 6B, and as summarized on the Transaction Summary attached as Exhibit A; and

WHEREAS, it is necessary to authorize \$2,000.00 for purchase of real estate located at 1700 N. 11th Street in compliance with the federal Uniform Relocation Act; and

WHEREAS, a copy of the necessary documents for purchase of the property shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves a contract with JJ9 Properties, LLC for purchase of real estate located at 1700 N. 11th Street, for an amount not to exceed \$2,000.00, for public purposes specifically associated with the Springfield Rail Improvement Project, Usable Segment 6B. A copy of the Contract for Purchase shall be on file in the Office of the City Clerk.

Section 2: That after passage the Mayor and City Clerk are hereby authorized and directed to execute any documents on behalf of the City which may be necessary to complete the purchase of the property approved by this ordinance, provided that other terms and conditions of the purchase contract are fulfilled as summarized on attached Exhibit A.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment of \$2,000.00 to JJ9 Properties, LLC for purchase and closing costs of real property located at 1700 N. 11th Street from account number 041-110-GAST-STRS-2301 in accordance with the purchase documents located in the Office of the City Clerk.

Section 4: That this ordinance shall become effective upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

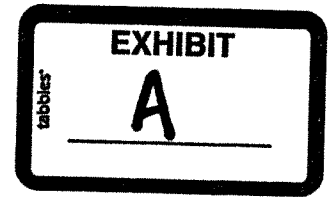
ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date

10/29/24



**Transaction Summary
for
Supporting Ordinance Documentation / Acquisition
(1700 N 11th Street – JJ9 Properties, LLC)**

Who we are purchasing the property from?

JJ9 Properties, LLC

Who is purchasing property?

The City of Springfield.

Reason for acquisition:

Springfield Rail Improvement Project Usable Segment 6B.

What was acquired?

0.036 acre of land as a temporary construction easement.

How it was acquired (i.e. fee simple)?

Temporary construction easement.

Source of funding:

City of Springfield

Appraisal amount:

\$1,600.00

Purchase price:

\$2,000.00

Closing Costs:

N/A.

Reason for purchase amount if above appraised value:

See attached Administrative Documentation.

Relocation amount with estimate breakdown:

N/A.

Owner JJ9 PROPERTIES, LLC, an
Illinois limited liability
company
Address 1700 N. 11th Street
Springfield, Illinois
Route 10th Street Rail Corridor
County Sangamon
Job No.
Parcel No. SR0318TE
P.I.N. No. 14-22.0-261-007
Section Usable Segment 6B
Project No. Springfield Rail Improvements

TEMPORARY CONSTRUCTION EASEMENT
(Limited Liability Company)

JJ9 PROPERTIES, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Two Thousand and 00/100 Dollars (\$2,000.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the member(s) of said company, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Springfield, Illinois, a municipal corporation, (Grantee), a temporary construction easement for the purpose of entrance reconstruction, shaping, grading and other roadway purposes, on, over, and through the following described real estate:

Part of Lot 8 of Catherine Woods Subdivision of the Southeast part of the West Half of the Northeast Quarter of Section 22, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Beginning at the Southeast corner of Lot 8 of Catherine Woods Subdivision, being the intersection of the existing westerly right of way line of the Union Pacific Railroad and the existing northerly right of way line of Ridgely Avenue; thence South 88 degrees 53 minutes 39 seconds West along the existing northerly right of way line, 85.65 feet; thence North 1 degree 01 minutes 59 seconds West, 17.28 feet; thence North 88 degrees 58 minutes 01 seconds East, 98.01 feet to the existing westerly right of way line of the Union Pacific Railroad; thence South 34 degrees 42 minutes 43 seconds East along the existing westerly railroad right of way line, 21.15 feet to the Point of Beginning containing 1,581.11 square feet or 0.036 acre, more or less.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate 5 years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representative, successors and assigns of Grantor.

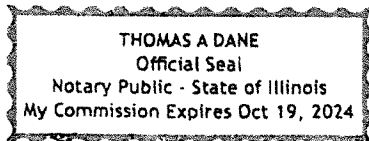
Dated this 15th day of October, 2024.

JJ9 PROPERTIES, LLC, an Illinois
limited liability company
Company Name
By: [Signature]
Signature
Joshua T. Sonneborn, Manager
Print Name and Title

State of Illinois)
County of Sangamon) ss

This instrument was acknowledged before me on October 15, 2024, by
Joshua T. Sonneborn, as Manager
of JJ9 PROPERTIES, LLC, an Illinois limited liability company.

(SEAL)



Thomas A. Dane
Notary Public

My Commission Expires: 10/19/24

This instrument was prepared by and after recording, mail this instrument to:

City of Springfield
c/o Chief Surveyor
Room 203, MCW
300 South Seventh Street
Springfield, IL 62701

10th Street Rail Corridor
Section Usable Segment 6B
Sangamon County
Parcel No. SR0318 – JJ9
Properties, LLC

ADMINISTRATIVE DOCUMENTATION

The subject property is located at 1700 N. 11th Street, Springfield, Illinois. The site is a slightly irregular shape with a total site area of 92,201 sq. ft. The parcel is owned by JJ9 Properties, LLC, an Illinois limited liability company.

On December 15, 2023, the offer to purchase Parcel SR0318 for the amount of the approved waiver valuation, or \$1,600.00, was hand delivered to the property owner.

Upon reviewing the offer, the owner stated he felt the offer was too low. The owner made a counteroffer of \$2,500.00 for the temporary construction easement. The City rejected the counteroffer and suggested a settlement amount of \$2,000.00. The owner accepted the suggested settlement amount.

The settlement amounts to a 25% increase over the waiver valuation; however, the waiver valuation is over a year old, and the actual compensation increase is only \$400.00 which is well below the average increase in settlements throughout the project.

To ensure that property owners are treated fairly and consistently, to encourage and expedite acquisition by agreements with such owners, to minimize litigation and to promote public confidence in the land acquisition program, I recommended to the City Engineer that the acquisition could be completed for \$2,000.00.

The City Engineer, Nathan Bottom, approved this settlement figure, and I concluded the acquisition of the parcel for a total settlement amount of \$2,000.00.


Negotiator

1/8/24
Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-52
DATE OF 1ST READING: 11/5/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 2,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND JJ9 PROPERTIES, LLC, IN AN AMOUNT NOT TO EXCEED \$2,000.00

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

temporary construction easement

administrative documentation

CONTRACTOR / VENDOR NAME: JJ9 Properties, LLC

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope

Yes ☐No ☒

CONTRACT AMOUNT: \$2,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

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

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301	\$ 2,000.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for the purchase of a temporary construction easement located at 1700 N. 11th Street. Purchase price of \$2,000.00 for the parcel. The purchase of said temporary construction easement is for public purposes, specifically associated with the Springfield Rail Improvements Projects, Usable Segment 6B.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2024-444

**AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE
LOCATED BY THE CITY OF SPRINGFIELD FROM BRENT A.
BROCKMAN AND TERI A. ZUCKSWORTH IN AN AMOUNT NOT TO
EXCEED \$30,000.00 AND DISPOSAL OF A 9,108.04 SQ. FT. EXCESS
RIGHT OF WAY AT 1613 AND 1623 N. 11th STREET, FOR THE OFFICE
OF PUBLIC WORKS**

WHEREAS, the City of Springfield, Illinois ("the City") 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, Brent A. Brockman and Teri A. Zucksworth ("Owners") own real property located at 1605 N. 11th Street; and

WHEREAS, the City of Springfield, through the Office of Public Works, desires to purchase a portion of the parcel located at 1605 N. 11th Street in an amount not to exceed \$30,000.00 and dispose excess right-of-way consisting on 9,108.04 square feet at 1613 and 1623 North 11th Street for the Springfield Rail Improvement Project as summarized on the Transaction Summary attached hereto as Exhibit "A"; and

WHEREAS, it is in the best interests of the City of Springfield to acquire said property and dispose of the 9,108.04 square feet of excess right-of-way area; and

WHEREAS, the proposed real estate conveyance documents 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 purchase of a portion of real property located at 1605 N. 11th Street in the amount of \$30,000.00 and disposal of 9,108.04 square feet of excess right-of-way at 1613 and 1623 North 11th Street from Brent A. Brockman and Teri A. Zucksworth for the Springfield Rail Improvement Project as summarized on Exhibit "A" attached hereto.

Section 2: That after passage the Mayor and City Clerk are hereby authorized and directed to execute any documents on behalf of the City which may be necessary to complete the purchase of the property approved by this ordinance, provided that all other terms and conditions of the purchase contract are fulfilled.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment to Brent A. Brockman and Teri A. Zucksworth in the amount of \$30,000.00 from account number 041-110-GAST-STRS-2301 in accordance with the proposed conveyance documents located in the Office of the City Clerk.

Section 4: That this ordinance shall become effective upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

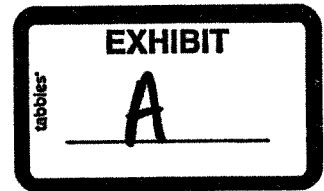
Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 10/28/24

Office of Corporation Counsel / Date

**Transaction Summary
for
Supporting Ordinance Documentation
(1605 N. 11th Street – Brockman / Zucksworth)**



Who we are purchasing property from?

Brent A. Brockman and Teri A. Zucksworth

Who is purchasing property?

The City of Springfield.

Reason for acquisition:

Springfield Rail Improvement Project Usable Segment 6B.

What is being acquired?

4,469.92 square feet of land in Fee Simple
128.08 square feet of land as a temporary construction easement

How it is being acquired (i.e. fee simple)?

Fee simple and temporary construction easement.

Source of funding:

City of Springfield

Appraisal amount:

\$27,400.00

Purchase price:

\$30,000.00. (\$28,000.00 and land exchange of excess right of way valued at \$2,000.00)

Closing Costs:

\$2,000.00. See Closing Cost Estimate.

Reason for purchase amount if above appraised value:

See Administrative Documentation.

Relocation amount with estimate breakdown:

N/A.

Owner Brent A. Brockman and
Teri A. Zucksworth
Address 1605 N. 11th Street
Springfield, Illinois
Route 10th Street Rail Corridor
County Sangamon
Job No.
Parcel No. SR0015
P.I.N. No. 14-22.0-405-006 & 14-22.0-405-007
Section Usable Segment 6B
Project No. Springfield Rail Improvements

WARRANTY DEED
(Individual) (Non-Freeway)

Brent A. Brockman and Teri A. Zucksworth, unmarried persons, and not a party to a civil union (Grantor), of the County of Sangamon and State of Illinois, for and in consideration of Twenty Nine Thousand Seven Hundred and 00/100 Dollars (\$29,700.00), receipt of which is hereby acknowledged, grants, conveys, and warrants to the City of Springfield, Illinois, a municipal corporation, (Grantee), the following described real estate:

Part of Lot 4 in Block 3 of Converse Subdivision to the City of Springfield, situated in the Northwest Quarter of the Southeast Quarter of Section 22, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the southeast corner of Lot 4 in Block 3 of Converse Subdivision, being the intersection of the existing northerly right of way line of the Black Street and the existing westerly right of way line of Eleventh Street; thence South 88 degrees 44 minutes 30 seconds West along the existing northerly right of way line of Black Street, 118.83 feet to the Point of Beginning; thence continuing South 88 degrees 44 minutes 30 seconds West, 41.28 feet to the west line of Lot 4, thence North 00 degrees 59 minutes 54 seconds West along the west line of Lot 4, a distance of 80.00 feet to the northerly line of the north 40 feet of the south 80 feet of Lot 4; thence North 88 degrees 44 minutes 30 seconds East along the northerly line of the north 40 feet of the south 80 feet of Lot 4, a distance of 70.93 feet to a point on a 2,838.93 foot radius curve, the center of circle bears South 69 degrees 50 minutes 01 seconds East; thence south along the curve, 85.45 feet through a central angle of 01 degree 43 minutes 28 seconds and having a chord bearing of South 19 degrees 18 minutes 15 seconds West for a distance of 85.44 feet to the Point of Beginning, containing 4,469.92 square feet or 0.103 acre, more or less.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

situated in the County of Sangamon, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor does possess rights of Homestead in the premises.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for roadway and rail purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 16th day of October, 20 24.

Brent A. Brockman
Signature

Brent A. Brockman
Print Name

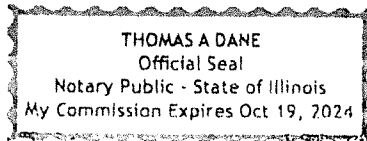
Teri A. Zuckswort
Signature

Teri A. Zuckswort
Print Name

State of Illinois)
) ss
County of Sangamon)

This instrument was acknowledged before me on October 16, 20 24
by Brent A. Brockman and Teri A. Zuckswort

(SEAL)



Thomas A. Dane
Notary Public

My Commission Expires: 10/19/24

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

10/19/24
Date

Thomas A. Dane
Buyer, Seller or Representative

This instrument was prepared by and after
recording, mail this instrument and future
tax bills to:

City of Springfield
c/o: Chief Surveyor
Room 203, MCW
300 South Seventh Street
Springfield, IL 62701

2024-445

Owner Brent A. Brockman and
Teri A. Zucksworth
Address 1605 N. 11th Street
Springfield, Illinois
Route 10th Street Rail Corridor
County Sangamon
Job No.
Parcel No. SR0015TE
P.I.N. No. 14-22.0-405-006 & 14-22.0-405-007
Section Usable Segment 6B
Project No. Springfield Rail Improvements

TEMPORARY CONSTRUCTION EASEMENT
(Individual)

Brent A. Brockman and Teri A. Zucksworth, unmarried persons, and not a party to a civil union (Grantor), of the County of Sangamon and State of Illinois, for and in consideration of Three Hundred and 00/100 Dollars (\$300.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the to the City of Springfield, Illinois, a municipal corporation, (Grantee), a temporary construction easement for the purpose of building removal, grading, shaping and other highway purposes, on, over, and through the following described real estate:

Part of Lot 4 in Block 3 of Converse Subdivision to the City of Springfield, situated in the Northwest of the Southeast Quarter of Section 22, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the southeast corner of Lot 4 in Block 3 of Converse Subdivision, being the intersection of the existing northerly right of way line of the Black Street and the existing westerly right of way line of Eleventh Street; thence South 88 degrees 44 minutes 30 seconds West along the existing northerly right of way line of Black Street, 118.83 feet to a point on a 2,838.93 foot radius curve, the center of circle bears South 71 degrees 33 minutes 29 seconds East; thence north along the curve, 47.27 feet through a central angle of 00 degrees 57 minutes 15 seconds and having a chord bearing of North 18 degrees 55 minutes 08 seconds East for a distance of 47.27 feet to the Point of Beginning; thence continuing on a 2,838.93 foot radius curve, the center of circle bears South 70 degrees 35 minutes 57 seconds East; thence north along the curve, 24.42 feet through a central angle of 00 degrees 29 minutes 34 seconds and having a chord bearing of North 19 degrees 38 minutes 50 seconds East for a distance of 24.42 feet; thence South 70 degrees 31 minutes 16 minutes East, 2.42 feet; thence South 04 degrees 33 minutes 12 seconds West, 22.54 feet; thence North 88 degrees 07 minutes' 12 seconds West, 8.71 feet; to the Point of Beginning containing 128.08 square feet or 0.003 acre, more or less.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-51
DATE OF 1ST READING: 11/5/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 30,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND BRENT A. BROCKMAN AND TERI A. ZUCKSWORTH IN AN AMOUNT NOT TO EXCEED \$30,000.00 AND DISPOSAL OF A 9,108.04 SQ. FT. EXCESS RIGHT OF WAY AT 1613 & 1623 N. 11TH STREET.

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

transaction summary

administrative documentation

signed warranty deed

quitclaim deed (excess parcel)

signed temporary easement

closing cost estimate

CONTRACTOR / VENDOR NAME: Brent A. Brockman and Teri A. Zucksworth

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$28,000.00

(Original amount if change order)

Change Order #

\$2,000.00

Additional Amount

Method of Purchase (check one)

Previous Ord #s

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

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301	\$ 30,000.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for the purchase of a portion of a parcel located at 1605 N. 11th Street, and disposal of 9,108.04 sq. ft. of excess right of way at 1613 & 1623 North 11th Street. The purchase of said real estate is for public purposes, specifically associated with the Springfield Rail Improvements Projects Usable Segment 6B.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ROCK SALT FROM
COMPASS MINERALS IN AN AMOUNT NOT TO EXCEED \$343,920.00 UNDER
STATE CONTRACT 24-416CMS-BOSS4-P-71009, 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 rock salt from Compass Minerals under State Contract 24-416CMS-BOSS4-P-71009, in the amount not to exceed \$343,920.00; and

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

WHEREAS, the state contract shall be located in the Office of the City Clerk and identified as State Contract 24-416CMS-BOSS4-P-71009.

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

Section 1: That the City Council hereby authorizes the purchase of rock salt from Compass Minerals under State Contract 24-416CMS-BOSS4-P-71009, in the amount not to exceed \$343,920.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute a contract on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Compass Minerals (0NOR6600) an amount not to exceed \$343,920.00 as follows:

ACCOUNT NUMBER	AMOUNT
041-110-GAST-STRS-1407	\$343,920.00

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

PASSED: _____, 2024

SIGNED: _____, 2024

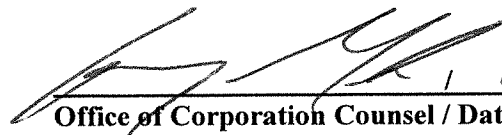
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 10/22/24
Office of Corporation Counsel / Date

**STATE OF ILLINOIS
CONTRACT**

**Central Management Services
JPMC Rock Salt Bulk FY25
24-416CMS-BOSS4-P-71009**

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)

☐ No

- 1. DESCRIPTION OF SUPPLIES AND SERVICES**
- 2. PRICING**
- 3. TERM AND TERMINATION**
- 4. STANDARD BUSINESS TERMS AND CONDITIONS**
- 5. STATE SUPPLEMENTAL PROVISIONS**
- 6. STANDARD ILLINOIS CERTIFICATIONS**
- 7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
- 8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "IPG Active Registered Vendor Disclosure (formerly called FORMS B)" (IF APPLICABLE)**
- 9. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

STATE OF ILLINOIS
CONTRACT

Central Management Services
JPMC Rock Salt Bulk FY25
24-416CMS-BOSS4-P-71009

VENDOR

Vendor Name: Compass Minerals America Inc.	Address (City/State/Zip): 9900 W. 109th St., Overland Park KS 66210
Signature: [REDACTED]	Phone: 800-323-1641
Printed Name: Ben Nichols	Fax: 913-338-7945
Title: Chief Sales Officer	Email: highwaygroup@compassminerals.com
Date: 17 June 2024	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson St.	
City, State ZIP: Springfield, IL 62702	
Official Signature: [REDACTED]	10/8/24
Printed Name: Raven DeVaughn by David W. Thomas	
Official's Title: Director by Agency Procurement Officer	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 24-416CMS-BOSS4-R-218757
- Project Title: JPMC Rock Salt Bulk FY25
- Contract #: 24-416CMS-BOSS4-P-71009
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 24-416CMS-BOSS4-B-42993
- BidBuy / Bulletin Publication Date: 05/21/24
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** To establish a Joint Purchase Master Contract (JPMC) for bulk rock salt to be purchased on a as needed basis during the contract period.

This JPMC may be utilized by all governmental units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon the CY24-25 Illinois Department of Central Management Services Joint Participation Agreement Survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide rock salt based on quantity ordered within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

- a. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.
- b. Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

- 1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

- a. Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.
- b. Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

- c. Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.
- d. Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.
- e. Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

- a. Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the Vendor's delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to be less than the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will

document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the Vendor's delivery ticket is less than the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

- b. Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = [1.0 - (B - C) / B]; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor
 B = Net weight shown on the delivery ticket from Vendor
 C = Net weight on the vehicle determined from
 independent weight check from IWC1

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify

accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

- c. Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

- a. Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All other governmental units will use their own purchase order system.

- b. **Order Quantities:** Orders shall be scheduled in amounts that make up full (22-25 tons) truckloads, orders for less than truckload will not be accepted.
- c. **Initial Orders:** The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- d. **Seasonal Orders:** Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- e. **Order Timeline:** For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.f.
- f. **Order Guidelines:** An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- g. **Peak Season Orders:** After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- h. **Post Season Orders:** All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

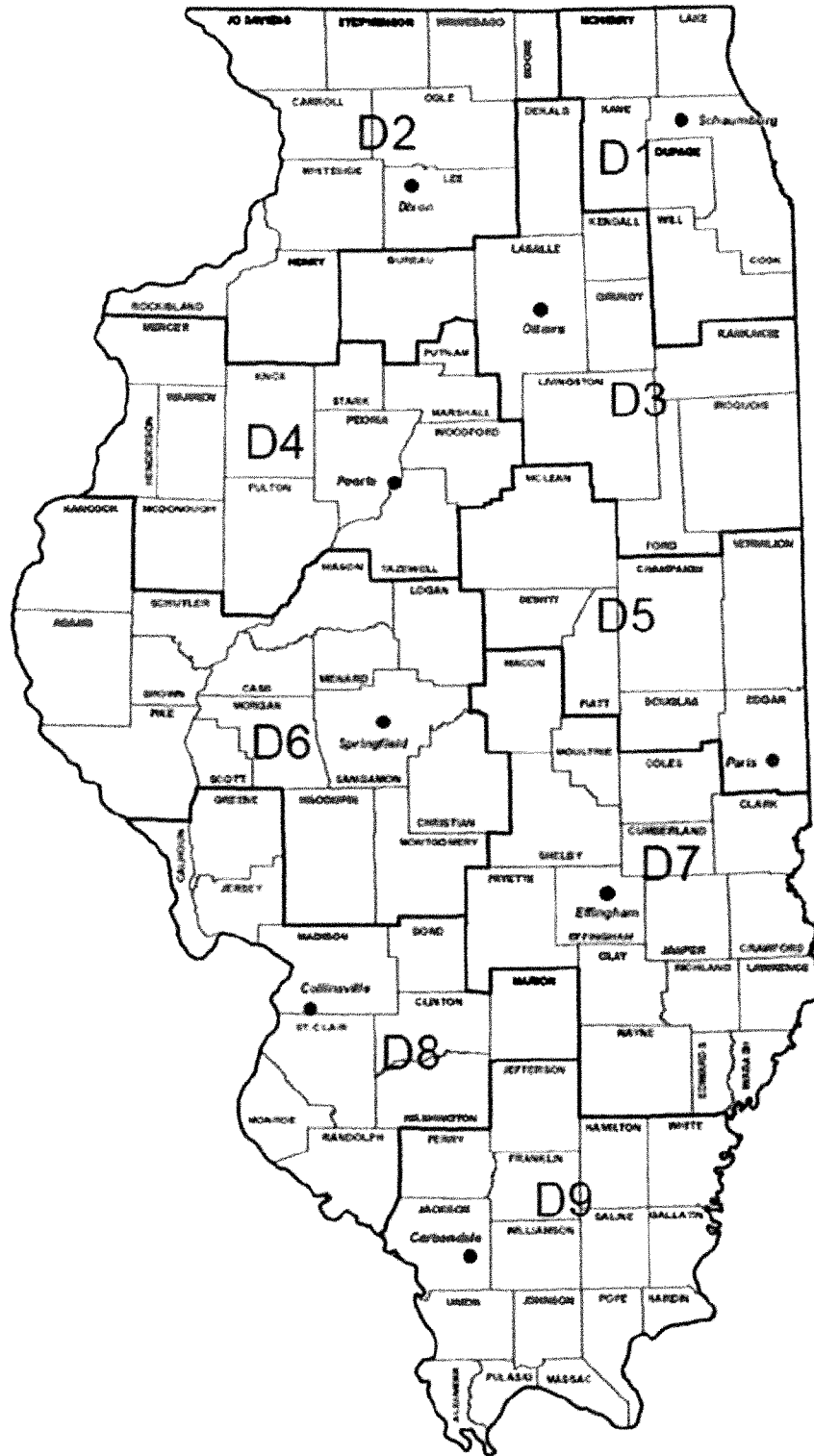
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.7. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services. For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

- 1.3.1. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.
- 1.3.2. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and tonnage amounts of salt delivered.
- 1.3.3. The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units as defined in Section 5 of this Contract. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXXX

1.4. VENDOR / STAFF SPECIFICATIONS:

- 1.4.1. Vendor Meetings:

- a. The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).
- b. The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.
- c. The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

- a. Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.
- b. STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

1.1. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.

1.2. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

- c. STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

- 1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

- 1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.f. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.

- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.
- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see attached list.

Amount to Be Paid: Click here to enter text

Address: Click here to enter text

Description of Work: Click here to enter text

- Subcontractor Name: Click here to enter text

Amount to Be Paid: Click here to enter text

Address: Click here to enter text

Description of Work: Click here to enter text

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. If the annual value of any the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses

and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.

Value of services performed at this location: Please see attached list.

- Location where services will be performed: Click here to enter text

Value of services performed at this location: Click here to enter text

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Per the Unit of Measure on the line items in BidBuy.

Pricing shall be submitted by entering the cost per unit of measure based on minimum order quantities on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2025.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

- 4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency / Entity
Attn:	Requesting Agency / Entity
Address:	Requesting Agency / Entity
City, State Zip	Requesting Agency / Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.
- 4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor

for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in

the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of

\$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
- 4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

- 4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor will be required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. In addition, the governmental unit must have participated in the CY24-25 Illinois Department of Central Management Services Joint Participation Agreement Survey and additional participation in the resultant contract is not allowed.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

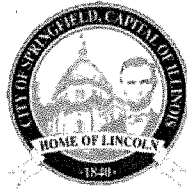
5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

Illinois State Bid Subcontractors Totals for Handling and Hauling				Solicitation		24-416CMS-BOSS4-B-42993 / JPMC Rock Salt Bulk, FY25	Forms A or B	Rec'd
Service Depot	LM	Status	Status Date	Depot Spend	Freight & Fuel Spend	Vendor Addresses		
Chicago, IL	Victor							
Calumet Transload	Victor			\$425,456		10730 Burley Avenue, Chicago, IL 60617	Form B	X
S Star Hauling	Victor				\$1,552,888	14210 Kenton Ave, Crestwood, IL 60418	Form B	X
Garus Trucking	Victor				\$124,231	7264 W 21st Ave., Gary IN 46406	Form A	X
Sunset	Victor				\$931,733	1320 S Virginia, Crystal Lake, IL 60014	Form B	X
Truck King Hauling Contractors, Inc.	Victor				\$3,540,584	4600 W 48th St, Chicago, IL 60632	Form B	X
Commanche, IA	Andrew							
ADM	Andrew			\$19,414		1419 N Washington Blvd, Comanche, IA 52730	Form A	X
ADM- Transport	Andrew				\$220,538	4666 Faries Parkway Decatur, IL 62526	Form A	X
Louisiana, MO	Andrew							
Wayne B Smith	Andrew			\$12,768		10415 Hwy 79, Louisiana, MO 63353	Form B	X
George Potterfield Trucking	Andrew				\$162,074	207 County Line Road, Monroe City, MO 63456	Form B	X
Meredosia, IL	Andrew							
Meredosia Terminal	Andrew			\$0	\$0	Route 104 West of Bridge, Meredosia, IL 62665		
SMS	Andrew					520 N Webster, Jacksonville, IL 62650	Form B	X
Metropolis, IL	Andrew							
Waterway Ag	Andrew			\$8,442	\$122,894	208 Yasada Street, Metropolis, IL 62960	Form B	X
Milwaukee, WI	Victor							
Compass Minerals	Brenda			\$104,444		2001 S Lincoln Memorial, Milwaukee, WI 53207	Form A	X
Jung Bros	Victor				\$112,847		Form B	X
Blume Trucking	Victor				\$169,270		Form B	X
R&L Truck Service	Victor				\$169,270			
CLK Systems Inc	Victor				\$94,039	39882 N Mauser Dr Wadsworth, IL 60083	Form B	X
PJ's Trucking	Victor				\$188,078	W125S9861 N Cape Road, Muskego, WI 53150	Form A	X
Portland	Victor				\$150,463	98 E Shore Drive, Random Lake, WI 53075	Form B	X
Sunset	Victor				\$451,388	1320 S Virginia, Crystal Lake, IL 60014	Form B	X
Tonyan Bros.	Victor				\$169,270	5101 N Richmond Rd., Ringwood, IL 60072	Form A	X
Zizzo's	Victor				\$376,156	3000 Sheridan Rd., Kenosha, WI 53140	Form B	X
Mt. Vernon, IN	Shahzad							
Mulzer Crushed Stone	Shahzad			\$12,999		10700 Hwy 69 S, Mt. Vernon, IN 47620	Form B	X
Mulzer Crushed Stone	Shahzad				\$249,067	10700 Hwy 69 S, Mt. Vernon, IN 47620	Form B	X
Peoria, IL - J&L	Shahzad							
J&L Dock	Shahzad			\$77,339		92 South St., Peoria, IL 61602	Form A	X
Heinz Bros. Trucking	Shahzad				\$792,859	538 W Knoxville St, Brimfield, IL 61517	Form A	X
St. Louis, MO (Beelman)	Andrew							
Beelman Terminal	Andrew			\$18,120		210 Bremen Ave., Venice, IL 62090	Form B	X
Beelman Logistics	Andrew				\$223,527	#1 Racehorse Drive, E. St. Louis, MO 62205	Form B	X
St. Louis, MO (Oakley)	Andrew							
Oakley	Andrew			\$31,985		1 Angelica St. St. Louis, Mo 63353	Form B	X
George Potterfield Trucking	Andrew				\$428,499	207 County Line Road, Monroe City, MO 63456	Form B	X
Dubuque, Ia	Andrew							
Peavey Co, Gavilon Grain	Andrew			\$20,900		505 East 7th St, Dubuque, IA 52001		
All Seasons Trucking	Andrew				\$251,646	7750 Windy Ridge Dubuque, IA 52003	Form A	X
Rock Island, IL	Andrew							
Alter- Rock Island River Terminal	Andrew			\$57,153		7th Ave MIU Street Rock Island, IL 61201	Form A	X
Overland Systems	Andrew				\$519,827	13631 110th Ave Davenport, IA 52804	Form A	X
Henry - Middle River Marine	Shahzad							
Henry - Middle River Marine	Shahzad			\$15,331		1440 County Road 1500 E, Henry, IL 61537	Form A	X
Ozinga Transportation, Inc.	Shahzad				\$223,792	1440 County Road 1500 E, Henry, IL 61537	Form B	X
Lemont - Middle River Marine	Shahzad							
Lemont - Middle River Marine	Shahzad			\$0	\$0	11400 Old Lemont Road, Lemont, IL 60439	Form A	X
Ozinga Transportation, Inc.	Shahzad					11400 Old Lemont Road, Lemont, IL 60439	Form B	X
Ottawa - Ottawa Barge Terminal	Shahzad							
Ottawa - Ottawa Barge Terminal	Shahzad			\$26,995		1365 N 2803 RD OTTAWA, IL 61350	Form A	X
Wiesbrock Trucking	Shahzad				\$189,545	1748 E. 950th Road (PO Box 197) Leonore, IL 61335	Form A	X
*All \$'s are subject to change based on contract award				\$831,346	\$11,414,485			



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

MEMORANDUM

TO: Matt Gairani
Office of Public Works

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: October 9, 2024

SUBJECT: Joint Contract Purchasing Determination

I have reviewed the Ordinance Fact Sheet with Rock Salt from Compass Minerals for the Office of Public Works.

The State of Illinois Joint Purchasing Contract Number is #24-416CMS-BOSS4-P-71009.

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

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

11/5/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER:

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

TYPE OF ORDINANCE: State Bid

FISCAL IMPACT: \$343,920.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF ROCK SALT FROM COMPASS MINERALS UNDER STATE CONTRACT 24-416CMS-BOSS4-P-71009 IN AN AMOUNT NOT TO EXCEED \$343,920.00 FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: Compass Minerals

VENDOR NO: 0NOR6600

CONTRACT TERM: CONTRACT # 24-416CMS-BOSS4-71009

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$85.98 ton

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

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

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	1407	\$343,920.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

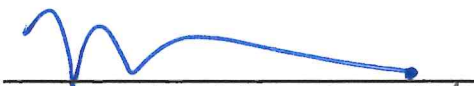
CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorizing the execution of state contract 24-416CMS-BOSS4-P-71009 for the purchase of up to 4000 tons of rock salt at \$85.98 per ton which is \$8.15 per ton less than last year's price per ton..

SIGN OFF:



(Mayor's Signature)



(Director of OBM)

S:\Excel\Forms\Cargill Rock Salt FY24

The information supplied on this form is not confidential information.

Revised 5/26/04

2024-446

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF DCEO GRANT NO. 24-203403 FROM THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, IN THE AMOUNT OF \$345,000.00, TO BE USED FOR THE EXPANSION OF KOKE MILL ROAD FROM WASHINGTON STREET TO OLD JACKSONVILLE ROAD AND CONNECTION TO THE SANGAMON COUNTY TRAIL AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$345,000.00, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity has approved DCEO Grant No. 24-203403, in the amount of \$345,000.00 for the expansion of Koke Mill Road from Washington Street to Old Jacksonville Road and connection to the Sangamon Valley Trail; and

WHEREAS, it is in the best interest of the City of Springfield to accept this DCEO Grant from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Office of Public Works is requesting a supplemental appropriation in the amount of \$345,000.00; and

WHEREAS, a copy of the DCEO Grant No. 24-203403 shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby accepts the DCEO Grant No. 24-203403, in the amount of \$345,000.00, from the Illinois Department of Commerce and Economic Opportunity to be used for the expansion of Koke Mill Road from Washington Street to Old Jacksonville Road and connection to the Sangamon Valley Trail. The Mayor and the City Clerk are hereby authorized to execute any documents needed on behalf of the City of Springfield, Illinois.

Section 2: That the City Council hereby approves a supplemental appropriation in the amount of \$345,000.00 for the Office of Public Works.

Section 3: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
095-110-WORK-INFR-1845	\$345,000.00

INTO EXPENDITURE ACCOUNTS
095-110-WORK-KOK2-2301

AMOUNTS
\$345,000.00

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

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

 10/28/24

Office of Corporation Counsel / Date



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Springfield**

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

CITY OF SPRINGFIELD

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Misty A Buscher

Printed Title: Mayor

Email: misty.buscher@springfield.il.us

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **11/01/2024** and expires on **10/31/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$345,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1864 and the CSFA Name is Land & Building Acquisition. If applicable, the State Award Identification Number (SAIN) is 1864-54331.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **VBD7LLHA3MJ3** is Grantee's correct UEL; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **376002037** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	☐ P = partnership
☒ Governmental Unit	☐ C = corporation
☐ Estate or Trust	

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

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

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used

only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

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

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

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

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

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

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

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

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

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

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

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit E of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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

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

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

ARTICLE VIII LOBBYING

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

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

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

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D, PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO, PART THREE, or Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

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

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

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

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

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

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

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

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. **Termination.**

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

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

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

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

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit D within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the City of Springfield in Sangamon County.

Grant funds will be utilized for a portion of the costs, including any that are prior incurred, associated with the purchase of property necessary for the expansion of Koke Mill Road from Washington Street to Old Jacksonville Road and connection to the Sangamon Valley Trail from the end of Cash River Road west to Sangamon Valley Trail, specifically the portions located in the 9th Ward, of the City of Springfield, Illinois. The Koke Mill Road Extension consists of constructing a multi-use trail and connecting sidewalks in conjunction with the reconstruction of a 2-lane rural roadway into an urban arterial. The Sangamon Valley Trail currently crosses over Koke Mill near Washington St. and the current trail access is 3/4 miles west at Meadowbrook which is not easily accessible to the community. Grant funds will be used to purchase approximately 30 easements and rights-of-way parcels. Grant funds will also be used to purchase and install new traffic signals and roadway lighting, along with utility adjustments which include power pole relocations to accommodate the new road construction. All other costs associated with the completion of the project will be paid via the use of other funding sources.

Specifically, Grant funds will include a portion of the costs associated with the project as follows:

- **Building/Land Purchase** – to include costs associated with the acquisition of right of way and easement parcels.
- **Wiring/Electrical** – to include costs associated with the purchase and installation of bondable items such as: traffic signals, roadway lighting, and associated utility adjustments.

The completion of this project will benefit the public by providing the community with safer and more convenient access between the surrounding neighborhoods, recreational facilities, medical facilities, and businesses. This project benefits the health and wellness of the community by increasing access to recreational resources and adding a wider roadway with more stable pavement during inclement weather, less congestion and likelihood of accidents.

2024-447

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Misty A Buscher
Title: Mayor
Address: 300 S 7TH ST
Springfield, IL 62701-1613

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Charles Apgar
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-785-9980
TTY#: (800) 785-6055
Email: Charles.Apgar@Illinois.gov
Address:

GRANTEE CONTACT

Name: Amy Rasing
Title: Operations Coordinator
Address: 300 S 7TH ST
Springfield, IL 62701-1613
Phone: 217-789-2237
TTY#: N/A
Email: amy.rasing@springfield.il.us
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lucy Tankoua
Email: lucy.tankoua@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

January 2025

- Quarterly Periodic Financial Report (01/30/2025) - Covering Period of 11/01/2024 - 12/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2025) - Covering Period of 11/01/2024 - 12/31/2024; Send To: Grant Manager

April 2025

- Quarterly Periodic Financial Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager

July 2025

- Quarterly Periodic Financial Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

- Quarterly Periodic Financial Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

- Quarterly Periodic Financial Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

- Quarterly Periodic Financial Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

October 2026

- Quarterly Periodic Financial Report (10/30/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager

November 2026

- Quarterly Periodic Financial Report (11/30/2026) - Covering Period of 10/01/2026 - 10/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (11/30/2026) - Covering Period of 10/01/2026 - 10/31/2026; Send To: Grant Manager

December 2026

- End of grant Closeout Financial Report (12/15/2026) - Covering Period of 11/01/2024 - 10/31/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (12/15/2026) - Covering Period of 11/01/2024 - 10/31/2026; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
<u>X</u>	Illinois State Historic Preservation Office	_____	<u>x</u>
_____	Illinois Dept. of Agriculture	_____	_____
_____	Illinois Dept. of Natural Resources	_____	_____
_____	Illinois Environmental Protection Agency	_____	_____
_____	NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) **External Sign-Off Provisions:**

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act: In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

**ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS**

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity			State FY:	2025
Grantee:	City of Springfield			DUNS Number:	25955852
NOFO Number:		CSFA Number:		Grant Number:	24-203403
CSFA Description:					

Section A: State of Illinois Funds

<u>Revenues</u>	<u>Summary</u>	<u>Detail</u>
-----------------	----------------	---------------

State of Illinois Grant Amount Requested	\$345,000.00	
--	--------------	--

Budget Expenditure Categories

1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	\$345,000.00	
1209 BUILDING/LAND PURCHASE		\$100,000.00
1215 WIRING/ELECTRICAL		\$245,000.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$345,000.00	\$345,000.00
17. Total Indirect Costs (200.414)		
Rate: %		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$345,000.00	\$345,000.00

Indirect Cost Rate:

% The Distribution Base Is:

Grantee: City of Springfield

NOFO Number: 0

Grant Number: 24-203403

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: _____

Institution/Organization: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Date: _____

Date: _____

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING: 11/05/2024

OFFICE REQUESTING: Office of Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Grant Award

FISCAL IMPACT: \$ 345,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION AND SUPPLEMENTAL APPROPRIATION OF DCEO GRANT # 24-203403 FROM THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$345,000.00 FOR THE OFFICE OF PUBLIC WORKS,

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

Grant Award

DCEO Grant # 24-203403

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO:

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$345,000

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Other: _____

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1845	\$ 345,000.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	KOK2	2301	\$345,000.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorize the acceptance and execution of DCEO Grant #24-203403 to be used for the expansion of Koke Mill Road from Washington Street to Old Jacksonville Road and connection to the Sangamon Valley Trail

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2024-447

AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC., FOR ENGINEERING SERVICES AND THE CITY OF SPRINGFIELD FOR ENGINEERING DESIGN, PLAN PREPARATION, AND CONSTRUCTION SERVICES FOR SANITARY SEWER REHABILITATION IN SHERWOOD AND TIMBERLANE SUBDIVISIONS, IN AN AMOUNT NOT TO EXCEED \$517,366.00, 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 is in need of engineering services for sewer rehabilitation in Sherwood and Timberlane Subdivisions as outlined on Exhibit "A" and will include plan and specification preparation and provide bidding and construction related services; and

WHEREAS, it is anticipated that the rehabilitation method will be cured in place pipe; 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 38.40 pertaining to Professional Services; and

WHEREAS, Crawford, Murphy and Tilly, Inc. is willing and able to provide the engineering services in an amount not to exceed \$517,366.00; and

WHEREAS, it is expected, though not guaranteed, that these expenses will be covered by the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program eligible costs under revenue replacement; and

WHEREAS, a copy of the agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of a Professional Services agreement with Crawford, Murphy & Tilly, Inc. for engineering design, plan preparation and construction services for sanitary sewer rehabilitation in Sherwood and Timberlane Subdivisions as outlined on Exhibit "A", in an amount not to exceed \$517,366.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute the agreement and any other 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 Crawford, Murphy & Tilly, Inc. (0CRA4901) in the amount of \$517,366.00 from account number 015-110-SEWR-0SUR-2306 upon satisfactory performance of the agreement.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

Mayor Misty Buscher

Approved as to legal sufficiency:

 10/28/24

Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Office of Public Works

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: October 22, 2024

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet for engineering services for sanitary sewer rehabilitation work for Sherwood and Timberland Subdivisions with Crawford, Murphy & Tilly Inc. for the City of Springfield, Illinois Office of Public Works.

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 Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



October 21, 2024

Mr. Vince Smith, PE
Sewer System Engineer
City of Springfield – Office of Public Works / Sewer Division
Municipal Center West, Room 201
Springfield, Illinois 62701

Re: City of Springfield – Office of Public Works / Sewer Division
Sherwood and Timberlane Subdivisions – Sewer System Rehabilitation

Dear Mr. Smith:

As a follow-up to our discussion on providing design and construction phase services for sanitary sewer rehabilitation in the Sherwood and Timberlane Subdivisions, CMT has prepared a proposal to provide professional engineering services to the City of Springfield. Bidding documents for sanitary sewer and manhole rehabilitation will be submitted on or before December 31, 2025.

Please review the enclosed proposal and contact us if you have any questions. If our proposal is acceptable, please have the agreement executed and return a copy to CMT.

We appreciate the opportunity to provide these services to the City of Springfield. Thank you for your consideration.

Sincerely,
CRAWFORD, MURPHY & TILLY, INC.

A handwritten signature in black ink, appearing to read "Henry Schmitz", written over a light blue horizontal line.

Henry Schmitz, PE, CFM
Project Manager

enclosures

2024 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between City of Springfield, IL, whose address is 203 Municipal Center West, 300 South Seventh Street, Springfield, Illinois 62701, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Assist **CLIENT** with preparing two sets of bidding documents (i.e., two contracts) to rehabilitate sanitary sewer mains and manholes in the **Sherwood and Timberlane Subdivisions** resulting from prior *investigative* efforts. Services also include bidding, construction observation, and administration. A detailed scope of services is provided in Exhibit A.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- ☒ On a time and expense basis not to exceed **\$517,366.00** in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- ☐ At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

- **ENGINEER** shall provide professional engineering services as outlined in the Scope of Services (Exhibit A) attached to this **AGREEMENT**.
- **ENGINEER** shall not proceed with work other than that shown in Exhibit A of the **AGREEMENT** without additional authorization and compensation from the **CLIENT** and an amendment to this **AGREEMENT**.
- If any additional work is required that is outside the Scope of Services of this **AGREEMENT** shall be compensated on an hourly rate basis according to the attached Schedule of Hourly Charges.
- **CLIENT** agrees to provide **ENGINEER** with requested documents and data pertaining to the sewer system.
- **CLIENT** agrees to clean and inspect sewer mains as described in Exhibit A for the **ENGINEER**.
- Bidding documents for both contracts will be completed and submitted to the **CLIENT** on or before December 31, 2025.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2024.

CLIENT:

ENGINEER:

CITY OF SPRINGFIELD

(Client Name)

CRAWFORD, MURPHY & TILLY, INC.

Christina Crites

(Signature)

(Signature)

MISTY BUSCHER - MAYOR

(Name and Title)

CHRISTINA L. CRITES, PE – VICE PRESIDENT

(Name and Title)

October 21, 2024

Date

Date

CMT Job No. 24007532.00

2024-448

10/21/2024

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation ☐ Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT**, **ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2024

Classification	Regular Rate
Principal	\$ 290
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II Project Structural Engineer II	\$ 280
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	\$ 240
Sr. Structural Engineer II Sr. Architect II	\$ 225
Sr. Technician II	\$ 200
Aerial Mapping Specialist	\$ 195
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 195
Technical Manager II Environmental Scientist III	\$ 180
Sr. Technician I	\$ 175
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 175
Environmental Scientist II Technician II	\$ 150
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	\$ 125
Administrative/Accounting Assistant	\$ 85

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2025.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

EXHIBIT A
CITY OF SPRINGFIELD – OFFICE OF PUBLIC WORKS - SEWER DIVISION
SHERWOOD AND TIMBERLANE SUBDIVISION SEWER SYSTEM REHABILITATION
SCOPE OF PROFESSIONAL SERVICES FOR DESIGN, BIDDING, AND CONSTRUCTION

General

From prior planning reports prepared for the City of Springfield – Office of Public Works – Sewer Division, sanitary sewer systems in the Sherwood and Timberlane Subdivisions were identified as being in poor condition and in need of rehabilitation. Sherwood Subdivision is generally bound by Wabash Avenue on the north, Chatham Road on the east, Wabash Trail on the south and IL Route 4 on the west. Timberlane Subdivision is generally bound by White Pine Drive on the north, Hilltop Road on the east, Tamarak Drive on the south and East Lake Shore Drive on the west.

In the Sherwood Subdivision, all sewer segments are to be lined. Manhole condition will be assessed to determine the need for rehabilitation. The approximate sewer quantities to be lined/assessed are:

- 8" Diameter: 7,700 feet
- 10" Diameter: 4,400 feet
- 12" Diameter: 1,500 feet
- Manhole count = 51

In the Timberlane Subdivision, all pipe segments constructed of concrete will be lined. Manhole condition will be assessed to determine the need for rehabilitation. The approximate sewer quantities to be lined / assessed are:

- 8" Diameter: 3,700 feet
- 10" Diameter: 700 feet
- 12" Diameter: 2,800 feet
- Manhole count ≈ 34

City of Springfield – Office of Public Works – Sewer Division Responsibilities

The Sewer Division will clean and televise the sanitary sewers in Sherwood and Timberlane Subdivisions. Inspection videos and reports will be provided to CMT for use in designing rehabilitation.

Manholes have been located and rim elevations identified with global positioning system (GPS). The coordinates and elevations will be provided to CMT. Any

EXHIBIT A
CITY OF SPRINGFIELD – OFFICE OF PUBLIC WORKS - SEWER DIVISION
SHERWOOD AND TIMBERLANE SUBDIVISION SEWER SYSTEM REHABILITATION
SCOPE OF PROFESSIONAL SERVICES FOR DESIGN, BIDDING, AND CONSTRUCTION

buried manholes will be raised by the Sewer Division. Manholes in Sherwood and Timberlane Subdivisions will be inspected per the Manhole Assessment Certification Program (MACP) – Level 1.

Design, bidding, and construction phase services provided by CMT are described below.

Proposed Engineering Services

It is anticipated there will be two contracts advertised for bidding: one for sewer main rehabilitation and one for manhole rehabilitation. Each contract includes work in the Sherwood and Timberlane Subdivisions. Services described below are for both contracts – sewer main and manhole rehabilitation.

1.0 - Design Phase Services (For Two Contracts):

1. Perform field investigation to collect additional information about the manholes, beyond the Level 1 MACP data, needed to assess rehabilitation needs.
2. Compile manhole data collected and determine the extent of manhole rehabilitation needed, if any, to restore structural integrity and reduce infiltration.
3. Review sewer inspection videos and reports to identify sewer service connections, protruding laterals and any defects that may require a point repair prior to rehabilitation.
4. Prepare plans showing the sewer main rehabilitation work which involves installing cured-in-place-pipe (CIPP) and possibly performing point repairs.
5. Prepare bidding, contracting and specification documents for sewer main rehabilitation in accordance with City of Springfield requirements, to accompany the construction plans.
6. Prepare plans showing manhole rehabilitation which may involve replacing frame and covers, controlling infiltration, patching wall joints, repairing bench and trough and applying spray-on coatings.

EXHIBIT A

CITY OF SPRINGFIELD – OFFICE OF PUBLIC WORKS - SEWER DIVISION SHERWOOD AND TIMBERLANE SUBDIVISION SEWER SYSTEM REHABILITATION SCOPE OF PROFESSIONAL SERVICES FOR DESIGN, BIDDING, AND CONSTRUCTION

7. Prepare bidding, contracting and specification documents for manhole rehabilitation in accordance with City of Springfield requirements, to accompany the construction plans.
8. Perform internal quality assurance review of plans and project manuals for sewer mains and manhole rehabilitation.
9. Submit preliminary plans and project manuals to City of Springfield – Office of Public Works – Sewer Division for review and comment.
10. Respond to review comments, revise documents and resubmit for approval.
11. Calculate quantities, assign unit costs and prepare an Engineer's Opinion of Probable Construction Cost (EOPCC) for sewer main and manhole rehabilitation and submit to City for review and comment.
12. Upon acceptance, project documents will be submitted to the City's Specification Committee, which meets twice a month, for approval to advertise the project for bids.
13. Monitor project scope, schedule and budget.
14. Perform quality control reviews at project milestones.
15. Provide project coordination and oversight of CMT's staff.

2.0 - Bidding Phase Services (For Two Contracts):

1. Respond to bidder inquiries during the bid advertisement periods for both contracts.
2. Administer one pre-bid meeting and prepare meeting minutes for each contract.
3. Prepare addendums resulting from pre-bid meetings for each contract.
4. Tabulate the bids received, review bidder qualifications and prepare recommendations for award for each contract.
5. Upon City Council approvals and a signed ordinance authorizing the work to proceed, prepare Notices of Award for the approved contractor.
6. Prepare contracts between City and Contractor for each contract.
7. Review Contractor bonds and insurance certificates for each contract.

EXHIBIT A
CITY OF SPRINGFIELD – OFFICE OF PUBLIC WORKS - SEWER DIVISION
SHERWOOD AND TIMBERLANE SUBDIVISION SEWER SYSTEM REHABILITATION
SCOPE OF PROFESSIONAL SERVICES FOR DESIGN, BIDDING, AND CONSTRUCTION

3.0 - Construction Phase Services (For Two Contracts):

1. Administer one preconstruction meeting, prepare meeting minutes and prepare Notices To Proceed for Contractor, for each contract.
2. Assist the City with notifying the affected residents of the two phases of construction work.
3. Review Contractor submitted shop drawings, process and return to the Contractor, for each contract.
4. Provide on-site construction observation of Contractor activities. Document Contractor activities on a daily basis. Duration is estimated to be five (5) months per project.
5. Provide off-site construction assistance in response to City and Contractor requests.
6. Review and prepare recommendations of up to ten (10) Contractor pay requests.
7. Administer two construction progress meetings, as needed, and prepare meeting minutes.
8. Review material test results provided by the Contractor to confirm adherence to the contract documents and specifications.
9. Perform field inspections at substantial and final completion milestones. Prepare substantial completion certificates and warranty period letters.
10. Administer project close outs that includes review of final lien waivers, updated bonds and insurance documents and contractor prepared record documents.
11. Prepare record drawings using Contractor provided information and information documented by CMT in the field.

Design phase services will be completed on or before December 31, 2025.

[illegible]

	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES										TOTAL EXPENSE	TOTAL FEE
		TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP- MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP		
	\$162,275	\$272										\$272	\$162,547
	\$19,920												\$19,920
	\$294,380	\$2,754										\$2,754	\$297,134

2024-448

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Public WorksCONTACT PERSON Vince SmithPHONE NUMBER: 789-2244 ext 5341EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Professional ServicesFISCAL IMPACT: \$517,366.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN CRAWFORD, MURPHY & TILLY, INC., AND THE CITY OF SPRINGFIELD FOR ENGINEERING DESIGN, PLAN PREPARATION, AND CONSTRUCTION SERVICES FOR SANITARY SEWER REHABILITATION IN SHERWOOD AND TIMBERLANE SUBDIVISIONS FOR THE OFFICE OF PUBLIC WORKS

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

Agreement _____

CONTRACTOR / VENDOR NAI Crawford, Murphy & Tilly, Inc.VENDOR NO: 0CRA4901CONTRACT TERM Completion

CONTRACT # _____

Change in Scope Yes ☐ No ☒CONTRACT AMOUNT \$517,366.00

(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: Professional ServicesIs 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	015	110	SEWR	OSUR	2306	\$ 517,366.00
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE: _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

This ordinance is to execute a professional services agreement for the rehabilitation of sewers for the Office of Public Works. The areas for rehabilitation are included on Exhibit A. This work includes plan and specification preparation, and providing bidding and construction related services. It is anticipated that the rehabilitation method will be cured in place pipe. It is expected, though not guaranteed, that these expenses will be covered by the American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program eligible costs under revenue replacement.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL AGREEMENT
WITH HANSON PROFESSIONAL SERVICES, INC. TO PERFORM
ADDITIONAL PHASE I PRELIMINARY ENGINEERING SERVICES
FOR THE 3RD STREET GREENWAY AND PHASE II PRELIMINARY
ENGINEERING SERVICES FOR THE GREENWAY ALONG NORTH
STREET, MFT SECTION NO. 24-00499-00-BT AND A SUPPLEMENTAL
APPROPRIATION IN THE AMOUNT OF \$1,300,000.00 FOR THE
OFFICE OF PUBLIC WORKS**

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

WHEREAS, City Council previously passed Ordinance No. 058-02-24 authorizing execution of a preliminary engineering services agreement with Hanson Professional Services, Inc. for the Springfield Rail Improvements Project 3rd Street Greenway from Interurban Trail at Stanford Avenue to the Illinois State Fairgrounds, MFT Section No. 24-00499-00-BT in and amount not to exceed \$250,000.00 for the Office of Public Works; and

WHEREAS, it is necessary to authorize execution of a supplemental preliminary service agreement with, and payment of \$1,300,000.00 to Hanson Professional Services for additional professional services are needed for Phase I preliminary engineering services for the 3rd Street Greenway and Phase II preliminary engineering services for the Greenway along North Street; and

WHEREAS, the Office of Public Works is requesting a supplemental appropriation in the amount of \$1,300,000.00 in order to cover costs for the additional services; and

WHEREAS, the preliminary engineering will be fully reimbursed by the Illinois Department of Commerce and Economic Opportunity.

WHEREAS, the supplemental 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 authorizes the execution of a supplemental preliminary engineering services agreement with, and additional payment of \$1,300,000.00 to, Hanson Professional Services, Inc. f for additional professional services are needed for Phase I preliminary engineering services for the 3rd Street Greenway and Phase II preliminary engineering services for the Greenway along North Street. The Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Springfield.

Section 2: The City Council hereby authorizes a supplemental appropriation in the amount of \$1,300,000.00 from account number 095-110-WORK-3GRN-1845 into expenditure account 095-110-WORK-3GRN-2306.

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

Section 4: That this ordinance shall become effective 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

 10/31/24

Office of Corporation Counsel / Date


**Illinois Department
of Transportation**
**Local Public Agency
Engineering Services Agreement**

Using Federal Funds? ☐ Yes ☒ No Agreement For **MFT PE** Agreement Type **Supplement** Number **1**

LOCAL PUBLIC AGENCY

Local Public Agency Springfield	County Sangamon	Section Number 24-00499-00-BT	Job Number
Project Number 	Contact Name Nathan Bottom	Phone Number (217) 789-2255	Email nathan.bottom@springfield.il.us

SECTION PROVISIONS

Local Street/Road Name 3rd Street Greenway	Key Route 	Length 5.4mi	Structure Number
Location Termini Interurban Trail at Stanford Avenue to IL State Fairgrounds			Add Location Remove Location
Project Description Continue Phase I Engineering for the 3rd Street Greenway from the Interurban Trail at Stanford Avenue to the IL State Fairgrounds. Phase II Engineering for the 3rd Street Greenway along North Street.			

Engineering Funding ☐ MFT/TBP ☒ State ☐ Other **DCEO Grant**

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

AGREEMENT FOR

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

CONSULTANT

Prime Consultant (Firm) Name Hanson Professional Services Inc.	Contact Name M. Mendenhall	Phone Number (217) 788-2450	Email mmendenhall@hanson-inc.com
Address 1525 S. 6th Street	City Springfield	State IL	Zip Code 62703

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

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

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

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

Completed 10/24/24
2024-449

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.

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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 the 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
Hanson Professional Services Inc.	37-0844717	\$993,415.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
RDG Planning & Design	42-1338016	\$269,685.00
Andrews Engineering	37-1069355	\$9,200.00
KIND Consulting	85-3195224	\$7,700.00
Fever River	30-0102173	\$20,000.00
Subconsultant Total		\$306,585.00
Prime Consultant Total		\$993,415.00
Total for all work		\$1,300,000.00

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
Hanson Professional Services Inc.

By (Signature & Date)

Mike Mendenhall	Signed by: <i>Mike Mendenhall</i> 10/24/2024 911CDF109A9A473...
Title	
Senior Structural Engineer	

By (Signature & Date)

Sergio Pecori	Signed by: <i>Sergio Pecori</i> 10/24/2024 5843D8513730425...
Title	
CEO	

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	24-00499-00-BT

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Hanson Professional Services Inc. (HANSON) shall complete the Phase I preliminary engineering for the 3rd Street Greenway. The 3rd Street rail corridor is currently occupied by the Union Pacific Railway Company (UP). It is anticipated the UP will be relocated to the 10th Street rail corridor in 2027. The limit of the Phase I preliminary engineering is from the existing Interurban Trail at Stanford Avenue to the Illinois State Fairgrounds.

Since the feasibility study was completed in early 2023, HANSON was retained to provide professional services to begin the Phase I preliminary engineering. The Phase I preliminary engineering will be finalized and Phase II engineering services for the portion of the Greenway along North Street will be completed with this amendment. The completion of Phase II for remaining portions of the Greenway, land acquisition and III services are not a part of this Scope of Services and will be completed as a supplement or separate PSA.

The Project shall be designed in accordance with IDOT Bureau of Local Roads Manual Federal Funding Guidelines. It is assumed that the project will be processed as a State Approved Categorical Exclusion.

Any plans prepared for this scope will be in English units (feet) using Microstation and AutoCad software in accordance with CAD conventions of the Illinois Department of Transportation (IDOT) in IL State Plane Coordinates (West Zone).

SCOPE OF SERVICES:

The Scope of Services to be provided by HANSON is limited to the following:

Note: HANSON intends to utilize the services of RDG Planning & Design (RDG), KIND Consulting (KIND), Andrews Engineering (Andrews) and Fever River (Fever) for some services, as identified below

1. Project Management (Hanson)

- a. Project kick-off meeting – internal.
- b. Project startup.
- c. Staffing and management plan
- d. Coordination with City, County, DCEO and IDOT.
- e. Financial and schedule control
- f. Project closeout.

2. Surveying - North Street (Hanson)

- a. Establish horizontal and vertical survey control. Horizontal control will be based on Illinois State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD83), and vertical control will be based on the North American Vertical Datum of 1988 (NAVD88). Units of measure are U.S. Survey Foot. Place horizontal and vertical control points.
- b. Contact JULIE to request underground utility information via a JULIE design request. Above ground utilities and above ground indications of below ground utilities will be located and shown on the topographic survey drawing. Above ground indications of below ground utilities are those indications, such as signs, manholes and markings made by respective utility companies, which are within the survey limits and which are easily and readily visible to our survey crew at the time of the field survey. Sewer (if any) invert elevations will be determined to the extent possible by manhole lid removal and direct measurement. If visible from the opening, the survey crew will measure to the structure invert and identify the size (diameter), direction, material and invert of the pipes which connect to the structure. The survey crew will not enter any structures.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	24-00499-00-BT

c. Right of Way Survey

- Survey consists of the determination of location of existing right of way.
- Perform record research, field reconnaissance, measurements, and analysis to determine existing right of way, relevant land section lines and adjacent boundary lines.
- Assume no ROW or easement plats will be required for the project.

d. Establish control points and benchmarks

e. Topographical survey and processing field data to prepare topo drawings. This will be limited to within existing ROW.

f. Utilize county lidar data to supplement topographical survey

3. Environmental – Stanford to Sangamon Avenue (Hanson, Andrews & Fever)

- Data collection
- EcoCAT Review
- Site reconnaissance survey
- Conduct data review & field surveys (Hanson & Fever River)

- Archeological/Historic/Architectural Resources
- Prime farmland evaluation
- Streams and wetlands
- Floodplain assessment
- Natural resources (T&E's)
- Special waste

e. Preliminary Engineering Site Assessment (PESA) – North Street (Andrews)

f. Describe social and economic setting

g. Archeological/Historic structure survey

h. Historic structure photo documentation

i. Air quality IEPA clearance letter

j. Document environmental conditions in PDR

k. Assume Categorical Exclusion (CE)

4. Project Development Report (PDR) – Stanford to Sangamon Avenue (Hanson)

- Prepare draft reports and exhibits
- Submit preliminary report to City and DCEO for review
- Address comments and submit final report
- Complete safety analysis for determining design exceptions. Design exceptions shall be submitted to IDOT for approval.
- Intersection design study (IDS) – North Grand crossing
- Capacity analysis – North Grand crossing
- Auto turn analysis – North Grand crossing

5. Preliminary Design – Stanford to Sangamon Avenue (Hanson and RDG)

- Field visit and summarize design criteria
- Set horizontal and vertical alignments
- Develop typical sections
- Develop cross sections
- Develop plan and profile sheets
- Pedestrian crossing details at roadways
- Preliminary drainage concept
- Preliminary bridge design

- Capitol Avenue
- Dodge Street
- 9th Street

i. Preliminary retaining wall design

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
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i. Capitol Avenue
ii. Dodge Street
j. Preliminary lighting design (RDG)
k. Aesthetic concept planning and design (RDG)
i. These updates will be based on public feedback, adjacent property owner feedback and overall enhancement updates while the project progresses. These enhancements may include but are not limited to lighting, signage, plant material, special paving, landscaping, water features, public art, playgrounds and street furniture.
l. Prepare preliminary opinion of probable cost
m. Coordination with utilities

6. Preliminary Plans – Stanford to Sangamon Avenue (Hanson and RDG)
a. Cover Sheet (w/ sheet index)
b. General notes/standards
c. Existing and proposed typical sections
d. Alignments, ties and benchmarks
e. Plan and Profile Sheets (1"=20' H & 1"=5' V)
f. Aesthetic enhancement plans (1"=20' H & 1"=5' V) (RDG)
g. Aesthetic enhancement details (RDG)
h. Pedestrian crossing plans
i. Bridge concept plans
j. Retaining wall concept plans
k. QA/QC
7. Public involvement (Hanson, RDG and KIND)
a. Develop mosaics and renderings (RDG)
b. Steering committee meetings (3 meetings, every-other-month)
i. Prepare agenda, PowerPoint and meeting minutes
ii. Meetings held at Hanson with RDG attending virtually and KIND attending in-person.
c. Public outreach – Community meetings (6 meetings)
d. Public outreach – Properties affected by access change (Hanson & KIND)
e. Develop project website and maintain website
f. Develop project logo and name (RDG)
g. Bicycle facility public coordination
h. Develop project newsletter to be posted on website
i. Public involvement summary report

8. Preliminary Plans (60%) – North Street (Hanson & RDG)
a. Cover Sheet (w/ sheet index)
b. General notes/standards
c. Summary of Quantities
d. Schedule of Quantities
e. Existing and proposed typical sections
f. Alignments, ties and benchmarks
g. Traffic Control Plans
h. Removal Plans
i. Plan and Profile Sheets (1"=20' H & 1"=5' V)
j. Aesthetic enhancement plans (1"=20' H & 1"=5' V) (RDG)
k. Aesthetic enhancement details (RDG)
l. Drainage Plans
m. Erosion Control Plans
n. Pavement Marking / Signage Plans and Details
o. Lighting Plans (RDG)
p. Traffic Signal Plans (Relocation of two signals and traffic controller at intersection w/ Casey's along Stanford

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	24-00499-00-BT

Avenue)

q. Pedestrian crossing plans

r. Cross Sections

s. QA/QC

t. Estimate of cost and time

9. Pre-Final Plans (95%) – North Street (Hanson & RDG)

a. Continued development of preliminary plans

b. Address preliminary plan comments and provide disposition

c. QA/QC

d. Prepare estimate of cost and time

e. Develop special provisions that supplement the current version of IDOT's Standard Specifications for Road and Bridge Construction

10. Final Plans (100%) – North Street (Hanson & RDG)

a. Continued development of pre-final plans

b. Address pre-final plan and special provision comments and provide disposition

c. QA/QC

d. Update estimate of cost and time

e. Plot & submit final PS&E to City and IDOT

The CITY will provide or cause to be furnished, any updates to the following:

- The CITY will make available digital files of aerial photographs, contours, and basic topography from Sangamon County G.I.S. data.
- Existing roadway and right-of-way plans.
- Existing traffic volume data on streets within the project limits.
- Existing crash data for the last five years.
- All necessary utility agreements, including plans for relocations and adjustments.

The following assumptions have been made for this scope of services:

- Completion of the land acquisition and remaining Phase II Design documents, Phase III construction observation and construction of the project will be funded later.
- The project will not require the submittal of a Design Variance Report.
- At-grade crossing gates and signals are removed.
- The project will be processed as a Categorical Exclusion (CE). The scope does not include preparation of a separate environmental document including and Environmental Assessment (EA) or Environmental Impact Statement (EIS).

The following items are not included in this scope of work but could be added if requested by the CITY.

- PESA and PSI, a programmatic or individual Section 4(f) evaluation, Section 106 documentation, or mitigation planning and design.
- A noise study.
- Soil borings are not included in the scope.
- The project is assumed to not require an individual Section 404 permit or individual Section 401 water quality certification, and would be covered under Statewide Permit No. 12 and not require an individual floodplain permit from the Illinois Department of Natural Resources, Office of Water Resources.
- Grant applications.
- Construction observation activities.
- Bidding services.
- Utility relocation plans.
- Interconnection of traffic signals and pedestrian push buttons.
- Land acquisition services or plat preparation.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	24-00499-00-BT

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	24-00499-00-BT

**EXHIBIT B
PROJECT SCHEDULE**

The following dates are tentative and are subject to change:

Project startup: 11/11/2024

Public outreach: 11/11/2024 - 6/30/2025

Project Report: 6/30/2025

Preliminary Plans - Entire Corridor: 2/28/2025

Preliminary Plans - North Street: 2/28/2025

Pre-final Plans - North Street: 4/30/2025

Final Plans - North Street: 6/30/2025

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	24-00499-00-BT

Exhibit C
Qualification Based Selection (QBS) Checklist

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

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

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

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



Illinois Department
of Transportation

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

Local Public Agency	County	Section Number
City of Springfield	Sangamon	24-00499-00-BT
Prime Consultant (Firm) Name	Prepared By	Date
Hanson Professional Services Inc.	M. Mendenhall	10/24//2024
Consultant / Subconsultant Name	Job Number	
Hanson Professional Services Inc.		

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

Remarks

Addendum to Phase I Preliminary Enigneering for 3rd Street Greenway. Phase II Preliminary Engineering for Greenway along North Street.

PAYROLL ESCALATION TABLE

CONTRACT TERM	8	MONTHS	OVERHEAD RATE	163.89%
START DATE	11/1/2024		COMPLEXITY FACTOR	
RAISE DATE	1/1/2025		% OF RAISE	2.00%

END DATE 6/30/2025

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	11/1/2024	1/1/2025	2	25.00%
1	1/2/2025	7/1/2025	6	76.50%

The total escalation = 1.50%

Local Public Agency

City of Springfield

County

Sangamon

Section Number

24-00499-00-BT

Consultant / Subconsultant Name

Hanson Professional Services Inc.

Job Number**PAYROLL RATES****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE**

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.50%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$87.72	\$86.00
E/A/S VIII	\$82.08	\$83.31
E/A/S VII	\$75.36	\$76.49
E/A/S VI	\$62.62	\$63.56
E/A/S V	\$53.07	\$53.87
E/A/S IV	\$44.38	\$45.05
E/A/S III	\$38.56	\$39.14
E/A/S II	\$36.34	\$36.89
E/A/S I	\$33.54	\$34.04
M/D	\$52.12	\$52.90
Tech VII	\$45.97	\$46.66
Tech VI	\$43.46	\$44.11
Tech V	\$37.46	\$38.02
Tech IV	\$33.88	\$34.39
Tech III	\$27.41	\$27.82
Tech II	\$23.72	\$24.08
Tech I	\$22.88	\$23.22
Aide	\$16.32	\$16.56
Admin VII	\$65.91	\$66.90
Admin VI	\$47.62	\$48.33
Admin V	\$37.92	\$38.49
Admin IV	\$31.66	\$32.13
Admin III	\$23.86	\$24.22
Admin II	\$22.40	\$22.74
Admin I	\$15.30	\$15.53

Local Public Agency	County	Section Number
City of Springfield	Sangamon	24-00499-00-BT
Consultant / Subconsultant Name		Job Number
Hanson Professional Services Inc.		

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

Total	0.00	0.00
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NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

2024-449

Local Public Agency

City of Springfield

County

Sangamon

Section Number

24-00499-00-BT

Consultant / Subconsultant Name

Hanson Professional Services Inc.

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			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	80	\$0.67	\$53.60
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)	1015	\$0.15	\$152.25
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
Survey Equipment - GPS or Total Station		4	\$100.00	\$400.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$605.85

BLR 05514 (Rev. 02/09/20)
DIRECT COST

2025

Local Public Agency

City of Springfield

County

Sangamon

Section Number

24-00499-00-BT

Consultant / Subconsultant Name

Hanson Professional Services Inc.

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Surveying			Environmental			Project Report			Preliminary Design		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	49.0	0.82%	0.71	33	17.84%	15.34	0			0			0			0		
E/A/S VIII	83.31	626.0	10.52%	8.77	88	47.57%	39.63	0			32	8.25%	6.87	50	10.80%	9.00	72	5.93%	4.94
E/A/S VII	76.49	0.0																	
E/A/S VI	63.56	1,880.0	31.60%	20.09	44	23.78%	15.12	16	5.37%	3.41	84	21.65%	13.76	119	25.70%	16.34	560	46.13%	29.32
E/A/S V	53.87	0.0																	
E/A/S IV	45.05	709.0	11.92%	5.37	1	0.54%	0.24	120	40.27%	18.14	76	19.59%	8.82	132	28.51%	12.84	252	20.76%	9.35
E/A/S III	39.14	0.0																	
E/A/S II	36.89	180.0	3.03%	1.12	0			0			130	33.51%	12.36	0			0		
E/A/S I	34.04	0.0																	
M/D	52.90	1,934.0	32.51%	17.20	5	2.70%	1.43	94	31.54%	16.69	52	13.40%	7.09	114	24.62%	13.03	330	27.18%	14.38
Tech VII	46.66	0.0																	
Tech VI	44.11	0.0																	
Tech V	38.02	120.0	2.02%	0.77	0			0			0			40	8.64%	3.28	0		
Tech IV	34.39	0.0																	
Tech III	27.82	367.0	6.17%	1.72	0			68	22.82%	6.35	0			0			0		
Tech II	24.08	0.0																	
Tech I	23.22	0.0																	
Aide	16.56	0.0																	
Admin VII	66.90	0.0																	
Admin VI	48.33	38.0	0.64%	0.31	14	7.57%	3.66	0			0						0		
Admin V	38.49	0.0																	
Admin IV	32.13	0.0																	
Admin III	24.22	0.0																	
Admin II	22.74	46.0	0.77%	0.18	0			0			14	3.61%	0.82				8	1.73%	0.39
Admin I	15.53	0.0																	
		0.0																	
		0.0																	
TOTALS		5949.0	100%	\$56.21	185.0	100.00%	\$75.42	298.0	100%	\$44.59	388.0	100%	\$49.72	463.0	100%	\$54.88	1214.0	100%	\$57.99

2

Local Public Agency

City of Springfield

County

Sangamon

Section Number

24-00499-00-BT

449

Consultant / Subconsultant Name

Hanson Professional Services Inc.

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Preliminary Plans (30%)			Public Involvement			Preliminary Plans - North Street (60%)			Pre-final Plans - North Street (95%)			Final Plans - North Street (100%)		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	0			16	2.56%	2.20	0			0			0		
E/A/S VIII	83.31	120	13.95%	11.62	136	21.73%	18.10	40	3.81%	3.18	56	9.14%	7.61	32	12.65%	10.54
E/A/S VII	76.49															
E/A/S VI	63.56	244	28.37%	18.03	224	35.78%	22.74	331	31.55%	20.06	185	30.18%	19.18	73	28.85%	18.34
E/A/S V	53.87															
E/A/S IV	45.05	0			24	3.83%	1.73	80	7.63%	3.44	16	2.61%	1.18	8	3.16%	1.42
E/A/S III	39.14															
E/A/S II	36.89	0			0			30	2.86%	1.05	20	3.26%	1.20	0		
E/A/S I	34.04															
M/D	52.90	496	57.67%	30.51	122	19.49%	10.31	400	38.13%	20.17	230	37.52%	19.85	91	35.97%	19.03
Tech VII	46.66															
Tech VI	44.11															
Tech V	38.02	0			80	12.78%	4.86	0			0			0		
Tech IV	34.39															
Tech III	27.82	0			0			168	16.02%	4.46	90	14.68%	4.08	41	16.21%	4.51
Tech II	24.08															
Tech I	23.22															
Aide	16.56															
Admin VII	66.90															
Admin VI	48.33	0			0			0			16	2.61%	1.26	8	3.16%	1.53
Admin V	38.49															
Admin IV	32.13															
Admin III	24.22															
Admin II	22.74	0			24	3.83%	0.87	0			0			0		
Admin I	15.53															
TOTALS		860.0	100%	\$60.17	626.0	100%	\$60.81	1049.0	100%	\$52.35	613.0	100%	\$54.37	253.0	100%	\$55.37
														0.0	0%	\$0.00



scope of services

3rd Street Greenway – Phase 01 Preliminary Engineering and Partial Phase 02 Design Documents October 24, 2024

Location:

Springfield, Illinois: 3rd Street from Stanford Ave. to Illinois State Fairgrounds

Owner:

City of Springfield, IL

Prime Contract Holder:

Hanson Professional Services, Inc.

Description:

RDG Planning & Design (RDG) has been asked to prepare a scope of work and fee to complete Phase 01 preliminary engineering for the 3rd Street Greenway. The limit of Phase 01 preliminary engineering is from the existing Interurban Trail at Stanford Avenue (south) to the Illinois State Fairgrounds at Sangamon Avenue (north). In addition to Phase 01 Preliminary Engineering for the greenway, RDG will also provide services for Phase 02 Design Documents for the southernmost portion of the Greenway which begins at Stanford Avenue, continues along North Street, and ends at the intersection of North Street and Highland Avenue. This agreement will not complete the Phase 02 Design Documents for the remaining portions of the greenway at this time.

Basic Services Overview:

RDG, as the subconsultant to Hanson, will provide landscape architectural, planning, lighting design, and experiential graphic design services. Our basic services for this project will include:

Phase 01 Preliminary Engineering:

- | | |
|---------|-------------------------------|
| Task 1. | Project Management & Meetings |
| Task 2. | Continued Concept Development |
| Task 3. | Lighting Design Guidelines |
| Task 4. | Project Branding |
| Task 5. | 30% Plans |
| Task 6. | Project Development Report |

Phase 02 Design Documents:

- | | |
|---------|------------|
| Task 1. | 60% Plans |
| Task 2. | 95% Plans |
| Task 3. | 100% Plans |



BASIC SERVICES WORKPLAN:

PHASE 01 - Preliminary Engineering

Task 1. Project Management & Meetings

- A. Project scope expansion startup
- B. Staffing and Management Planning
- C. Bi-monthly update meetings to Steering Committee
 - i. Prepare and present design updates content.
- D. Regular Coordination with Hanson and Owner's Representatives

Task 2. Continued Concept Development

- A. Concept Refinement
 - i. Refine vision, circulation, access, material selections, etc.
 - ii. Coordinate adjustments with Hanson, based on public input and adjacent property owner feedback.
- B. Plan Renderings
 - i. Update 2D plan renderings throughout greenway based on concept refinements.
- C. 3D Perspective Models and Renderings
 - i. Prepare two additional 3D renderings of the greenway based on updated concepts.
 - 1. Exact location and detail to be determined through concept refinement process.
- D. Narrated Drone Video
 - i. Assist Hanson with drafting/editing of narrative for drone video to illustrate design intent of the greenway.

Task 3. Lighting Design Guidelines

- A. Lighting Goals, Strategy, and Zoning
 - i. Define primary objectives and considerations for lighting design.
 - ii. Divide segments and zones for greenway with distinct lighting needs.
- B. Fixture Selection and Design Guidelines
 - i. Determine recommended fixtures, focusing on energy efficiency, durability, and aesthetic appeal.
 - ii. Establish technical guidelines including lighting levels, placement, light pollution, smart lighting options, and control considerations.
 - iii. Ensure lighting design complements the greenway's natural and built environment harmoniously.
- C. Documentation and Stakeholder Review
 - i. Compile lighting design guidelines into comprehensive document.
 - ii. Present draft guidelines to stakeholders and incorporate feedback.
 - iii. Finalize design guidelines for Project Development Report

Task 4. Project Branding

- A. Research and Discovery
 - i. Team and stakeholder meetings for determining branding goals and vision.
 - ii. Culture and environmental research to inform brand.
- B. Brand Strategy, Naming, Logo, and Visual Identity
 - i. Develop brand's vision, mission, and positioning.
 - ii. Create key messaging to highlight the greenway's unique value.
 - iii. Design logo concepts representing the greenway identity.
 - iv. Develop color palette and typography guidelines.
- C. Signage Family Conceptual Design
 - i. Design wayfinding and interpretive signage for greenway.
 - ii. Ensure consistency and readability across all signage types.



D. Brand Guidelines

- i. Develop a brand guidelines document for consistent use of all visual elements.
- ii. Review with owner's representatives and incorporate feedback.
- iii. Finalize brand guidelines document.

Task 5. 30% Plans

- A. Coordinate with Hanson to confirm final direction of Schematic Design.
- B. Provide preliminary design documentation drawings for pedestrian-focused site elements including paving materiality, bicycle amenities, playground planning, water feature considerations, site furniture, shade structures, placemaking components, public art opportunities, trail signage, lighting, landscaping, and similar features.
- C. Coordinate with local agencies regarding required city "standard" elements to be included.
- D. Provide cost estimate for items authored by RDG to Hanson for inclusion in overall project cost opinion documentation.

Task 6. Project Development Report

- A. Provide imagery and figures from prior tasks to be included in project final deliverable – the Project Development Report.
- B. Assist with portions of text for report related to RDG tasks.
- C. Participate in final review of documentation.

PHASE 02 - Design Documents

Task 1. 60 % Plans

- A. Provide Design Plans, Pay Items, and Cost Estimate information for pedestrian-oriented items noted above to Hanson for inclusion in full package.
- B. Review with ownership team and incorporate comments.

Task 2. 95% Plans

- A. Provide updated Design Plans, Specifications, Pay Items, Quantities, and Cost Estimate information to Hanson for inclusion in full package.
- B. Review with ownership team and incorporate comments.

Task 3. 100% Plans

- A. Provide final Design Plans, Specifications, Pay Items, Quantities, Cost Estimate information, and Estimate of Time to Hanson for inclusion in final package, prepared for bidding.



Compensation:

Compensation shall be stipulated lump sum fee, divided between the two project phases as follows:

Phase 01: \$207,525.00

Phase 02: \$60,360.00

Total: \$267,885.00

The above services shall be invoiced monthly.

Fees for the above services are subject to the terms and conditions of the contract, and compensation may be amended for additional services or changes to the contract schedule.

Reimbursable expenses are not included in the fees above and will be billed with monthly invoices.

Expenses shall not exceed **\$1,800.**

END OF BASIC SCOPE OF SERVICES

Excluded Services (not included in basic services)

1. Topographic/Boundary Surveys, Platting Services, and/or Geotechnical Reporting
2. Environmental assessments, including wetland delineation, protected species and/or cultural resources investigations, tree surveys
3. Traffic impact studies
4. Construction Contract Administration
5. Life-cycle cost analysis
6. Operational and financial analysis
7. All other scope and/or specialty services not specifically identified in basic services described herein





3300 Ginger Creek Drive 217.787.2334
Springfield, IL 62711

October 18, 2024

Mr. Kevin Seals
Hanson Professional Services Inc.
1525 South Sixth Street
Springfield, Illinois 62703

Re: Environmental Site Assessment
City of Springfield – North Street from W. Stanford Avenue to Highland Avenue

Dear Mr. Seals:

Pursuant to your October 15, 2024 request, Andrews Engineering, Inc. (Andrews) is pleased to provide a cost estimate for conducting a Preliminary Environmental Site Assessment (PESA) for properties adjacent to the City's right-of-way (ROW) along W. North Street from W. Stanford Avenue to Highland Avenue in Springfield, Sangamon County, Illinois. The scope of work specifies that the assessment will be completed in accordance with ASTM E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

The estimated cost to complete the PESA along this corridor is **\$9,200**. Payment will be invoiced on a time and materials (cost and expense) basis, not to exceed budget. Andrews shall provide a paper copy and an electronic copy of the final PESA report.

Work will commence upon receiving your authorization to proceed. A draft of the PESA report will be submitted within 45 days of receiving this authorization.

If you have any questions, please contact me at (217) 787-2334.

Thank you for the opportunity to assist you.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Gobelman", is written over a light blue horizontal line.

Steven Gobelman, P.E., L.P.G.
Senior Project Director

SLG:KWL:jdt

\\aei1\Proposal Workspace\2024 Bids, Proposals and Leads\~ Leads - All Branches\Hanson - North Street\Work Documents\Hanson North Street PESA Cost.docx
Proposals

KIND

CONSULTING

Updated: October 18, 2024

Via Email

Mike Mendenhall
Hanson Professional Services

Re: Proposal for continued outreach services for 3rd Street Greenway Project

Dear Mr. Mendenhall:

This is in response to your request for a proposal to perform continued public outreach services in regard to the 3rd Street Greenway Project proposal in Springfield, Ill. This proposal focuses on additional outreach to business owners in the downtown area and to other businesses or organizations along the 3rd Street Greenway project to present current plans gather feedback. It also includes planning and possible execution of additional external communications as it relates to the project.

KIND Consulting is specially positioned to provide these services with the highest level of professionalism. One unique aspect of my firm is that I seek projects and clients that will improve the quality of life in Springfield, Sangamon County and our state.

I work with formal and informal collaborators on every project. These collaborators are partners with me in achieving the goals and objectives that the client has established. Because of the vast experience of myself and my collaborators, I strive to exceed the expectations of my clients. I do this not only with high quality work, but also by meeting deadlines so that the client never has to wonder or worry about the work getting done.

This Letter of Agreement reflects the terms under which KIND Consulting ("KIND") would provide the public outreach services in 2024 and 2025.

I am open to a conversation to clarify anything in this proposal, and I am open to revisions that are mutually agreeable.

Sincerely,



Sara Jimenez
Owner
KIND Consulting, LLC
FEIN: 85-3195224



I. BACKGROUND AND QUALIFICATIONS

As part of the major rail relocation project that merges the main train traffic in Springfield, Ill. that runs through the middle of the capital city to the 10th Street corridor, local leaders are studying redevelopment options of the 3rd Street rail corridor after the railroad tracks are removed in 2026. A recent feasibility study points to “a linear greenway utilizing multi-use paths with varying contextually specific zones throughout the corridor that helps bring a high level of community connectivity. The proposed greenway would extend from the Wabash/Interurban Trail at Stanford Avenue to the Illinois State Fairgrounds along Sangamon Avenue. While this greenway will become the backbone of Springfield, the auxiliary uses in and adjacent to the corridor elevate the potential success of redevelopment opportunities.”

So far there is a lot of community support for this concept. The focus of this proposal includes additional outreach to business owners in the downtown area and to other businesses or organizations along the 3rd Street Greenway project to present current plans and gather feedback. It also includes planning and possible execution of additional external communications as it relates to the project.

KIND Consulting, based in Springfield, is well positioned to fulfill these needs. I will be the primary contact with Hanson and its collaborators.

II. DESCRIPTION OF SERVICES

In performing the tasks outlined in this engagement proposal, KIND Consulting will provide the following services:

- Review the list of downtown businesses with owner contact information in the downtown area for outreach based on the feasibility study along the 3rd Street corridor from Lawrence Ave. to Carpenter Street. Make recommendations for additional outreach to businesses who weren't contacted yet
- Prepare a list of additional businesses along the 3rd Street Corridor who might be interested in a presentation and providing feedback. Make a recommendation for outreach.
- Prepare a list of Springfield area organizations who might be interested in a presentation on the latest developments on the 3rd Street corridor.
- Prepare, schedule and attend meetings with up to 20 additional business owners, nonprofits or government entities to discuss the project and gather feedback. Prepare a written summary for each meeting.
- Attend, prepare and present at Steering Committee meetings.



- Prepare a plan for additional external communication options in regard to the 3rd Street Greenway project.
- Prepare, present and attend a public meeting at the culmination of this project
- Prepare a final report with an Executive Summary summarizing major issues raised at the meetings.
- Good communication throughout. KIND Consulting is prepared to be proactive in communicating with Hanson stakeholders through email, text, phone and other appropriate methods – to keep Hanson well-informed. KIND Consulting expects Hanson to be honest and candid in providing feedback and expressing any concerns, so that any inadvertent miscommunications, misunderstandings, or failures to meet expectations can be resolved informally and promptly.

IV. TERMS OF AGREEMENT

In addition to provisions in the *Description of Services* above, the terms of this Agreement shall be executed as follows:

1. This Agreement shall be from December 1, 2024 through June 30, 2024 at a monthly rate of \$1,100. For administrative convenience, a monthly invoice will be generated by KIND Consulting at the end of each month, and Hanson will send payment, due within 30 business days after receipt, to KIND Consulting, via direct deposit to bank that is on file at Hanson.
2. The fee is all-inclusive for the Description of Services. If necessary, KIND Consulting will work with Hanson's communications and marketing department and other collaborators on any updates to materials whenever possible. Any other expenses incurred by KIND Consulting or Hanson in fulfilling the Description of Services (e.g., for graphic designers or photographers) will be included for reimbursement on the monthly invoice. KIND will get approval in advance from Hanson and be reimbursed for expenses at cost, without markup.
3. The Agreement may be renewed, with or without modifications, by mutual agreement of KIND Consulting and Hanson.
4. Either KIND Consulting or Hanson can terminate this agreement at any time for any reason by giving the other party 30 days' notice.
5. KIND and Hanson will make every effort to resolve any disagreements informally. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The parties' consent to jurisdiction in the Circuit Court of Sangamon County, Illinois, in any and all actions that may be initiated to enforce the terms of this Agreement.

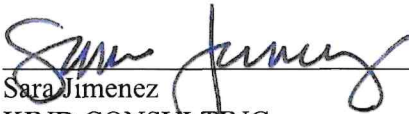


* This timeline may need to be adjusted depending on when the agreement is executed and access to meetings/info as needed.

V. EXECUTION OF AGREEMENT

Please indicate your acceptance of and agreement to the terms of this Agreement by signing below and returning one copy, fully executed, thereby creating a contract between us.

Sincerely,


Sara Jimenez
KIND CONSULTING

October 18, 2024
Date

AGREED AND ACCEPTED:

Hanson Professional Services

Date

FEVER RIVER RESEARCH

Floyd R. Mansberger

October 23, 2024

Kevin Seals
Hanson Professional Services, Inc.
1525 South Sixth Street
Springfield, Illinois 62703

re: Phase I Cultural Resource Assessment
Springfield Rail Improvements Project
Third Street Greenway
Springfield, Illinois

Dear Kevin:

Fever River Research is prepared to conduct a Phase I cultural resource survey of the proposed City of Springfield's Rail Improvements Third Street Greenway Project Area for the sum not to exceed \$20,000.

In late 2010, Fever River Research conducted a Phase I architectural study of the Third Street, Tenth Street, and Nineteenth Street corridors for the High Speed Rail Improvements project (Stratton and Mansberger 2011). Besides an inventory of architectural sites located along the Third Street corridor, this report presented detailed historical context statements for the various neighborhoods located along that corridor. At that time, a total of 179 properties were identified as architecturally significant and/or of architectural interest located within or immediately adjacent to the Third Street Corridor study area.

The current work identified by this proposal will reassess the 179 properties identified during the course of the previous survey, and conduct a more detailed Phase I cultural resource survey of proposed new right-of-way areas identified as part of the new design study. This Phase I survey will inventory all structures within this new right-of-way, as well as present an assessment of potential archaeological resources within those areas.

Should you have any questions, please give me a call.

Sincerely,



Floyd Mansberger

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-53
DATE OF 1ST READING: 11/5/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: (217) 789-2255

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

TYPE OF ORDINANCE: Professional Services FISCAL IMPACT: \$ 1,300,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION AND SUPPLEMENTAL AGREEMENT WITH HANSON PROFESSIONAL SERVICES INC. TO PERFORM ADDITIONAL PHASE I PRELIMINARY ENGINEERING SERVICES FOR THE 3RD STREET GREENWAY AND PHASE II PRELIMINARY ENGINEERING SERVICES FOR THE GREENWAY ALONG NORTH STREET (MFT SECTION #24-00499-00-BT) FOR THE OFFICE OF PUBLIC WORKS.

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

Agreement

CONTRACTOR / VENDOR NAME: Hanson Professional Services Inc.

VENDOR NO: 0HAN1501

CONTRACT TERM:

CONTRACT #

Change in Scope Yes ☒ No ☐

CONTRACT AMOUNT: \$250,000.00

(Original amount if change order)

1

Change Order #

\$1,300,000.00

Additional Amount

Method of Purchase (check one)

Previous Ord #s

058-02-24

☐ 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
095	110	WORK	36RN	1845	1,300,000.00

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
095	110	WORK	3GRN	2306	\$ 1,300,000.00

COMMENTS

This is a supplement to an agreement with Hanson Professional Services Inc. to perform additional Phase I preliminary engineering services for the 3rd Street Greenway and Phase II preliminary engineering services for the Greenway along North Street. The preliminary engineering will be fully reimbursed by the Illinois DCEO.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE ESTABLISHING THE HOLIDAYS FOR THE CITY
OF SPRINGFIELD FOR THE CALENDAR YEAR 2025**

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, City employees shall observe holidays pursuant to Chapter 36, Section 36.57 of the 1988 City of Springfield, Code of Ordinances, as amended.

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

Section 1: That the following holidays will be observed on the following dates by officers and employees of the City of Springfield during the calendar year 2025:

HOLIDAY	OBSERVED
New Year's Day Monday, January 1	Wednesday, January 1
Martin Luther King Jr. Day Monday, January 15	Monday, January 20
Lincoln's Birthday Wednesday, February 12	Wednesday, February 12
Good Friday Friday, March 18	Friday, April 18
Memorial Day Monday, May 26	Monday, May 26
Juneteenth Thursday, June 19	Thursday, June 19
Independence Day Friday, July 4	Friday, July 4
Labor Day Monday, September 1	Monday, September 1
Veteran's Day Tuesday, November 11	Tuesday, November 11
Two Days for Thanksgiving Thursday, November 27	Thursday, November 27 Friday, November 28
Two Days for Christmas Friday, December 25	Thursday December 24 Friday, December 25

Section 2: That in cases where there is a conflict between the holidays listed in this ordinance and holidays outlined in certain collective bargaining agreements, the collective bargaining agreement shall take precedence over this ordinance.

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

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

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank J. Lesko

Mayor Misty Buscher

Requested by: Mayor Misty Buscher

Approved as to legal sufficiency:

 10/28/24

Office of Corporation Counsel

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

11/5/2024

OFFICE REQUESTING: Mayor's Office

CONTACT PERSON: Greg Meredock

PHONE NUMBER: 789-2000

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

TYPE OF ORDINANCE: 2025 Holidays

FISCAL IMPACT: \$

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

SUGGESTED TITLE:

AN ORDINANCE ESTABLISHING THE HOLIDAYS FOR THE CITY OF SPRINGFIELD FOR THE CALENDAR YEAR 2025

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope

Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid

☐ Other: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

This ordinance is being prepared pursuant to Chapter 36, Section 36.57 of the 1988 City of Springfield Code of Ordinances, as amended.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**A RESOLUTION PROCLAIMING THE SECOND MONDAY IN OCTOBER
AS INDIGENOUS PEOPLES DAY**

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

WHEREAS, the City values the many contributions made to our community through Indigenous Peoples' knowledge, labor, technology, science, philosophy, arts and the deep cultural contribution that has substantially shaped the character of this Country, the State of Illinois, and the City of Springfield; and

WHEREAS, the idea of Indigenous Peoples Day was proposed first in 1977 by a delegation of Indigenous Nations who came before the International Conference on Discrimination Against Indigenous Populations in the Americas, sponsored by the United Nations; and

WHEREAS, the City Council believes it is in the best interest of the City of Springfield to recognize the second Monday in October as Indigenous Peoples Day.

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

Section 1: That the City of Springfield shall recognize the second Monday in October as Indigenous Peoples Day to celebrate and honor the history, legacy, heritage and activism of Indigenous Peoples.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

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

Office of Corporation Counsel/Date

10/31/24

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

11/5/2024

OFFICE REQUESTING: Alderman Shawn GregoryCONTACT PERSON: Shawn Gregory

PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Resolution

FISCAL IMPACT: \$ _____

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

SUGGESTED TITLE:

A RESOLUTION PROCLAIMING THE SECOND MONDAY IN OCTOBER AS INDIGENOUS PEOPLES DAY

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope

Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

The City values the many contributions made to our community through Indigenous Peoples' knowledge, labor, technology, science, philosophy, arts and the deep cultural contribution that has substantially shaped the character of this Country, the State of Illinois and the City of Springfield. The City of Springfield shall recognize the second Monday in October as Indigenous Peoples Day to celebrate and honor the history, legacy, heritage and activism of Indigenous Peoples.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "I"
LIQUOR LICENSES BY ONE FOR ARLINGTON'S, LLC D/B/A
ARLINGTON'S LOCATED AT 210 BROADWAY**

WHEREAS, Arlington's, LLC currently holds a Class "I" liquor license for the business known as Arlington's located at 210 Broadway; and

WHEREAS, Arlington's LLC, has sold the business; and

WHEREAS, it is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

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

Section 1: That the City Council hereby authorizes a decrease in the number of Class "I" liquor licenses by one for Arlington's, LLC d/b/a Arlington's located at 210 Broadway.

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

PASSED: _____, 2024

SIGNED: _____, 2024

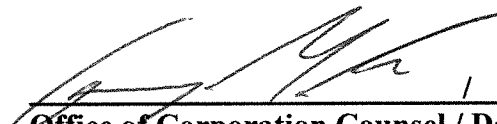
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Requested By: Mayor Misty Buscher

Approved as to legal sufficiency:

 10/28/24

Office of Corporation Counsel / Date

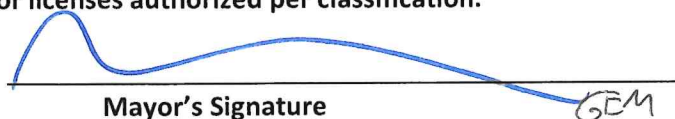
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
11/05/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Arlington's , LLC d/b/a Arlington's		
	210 Broadway		
EMERGENCY PASSAGE: (Please check one)	☒ YES	☒ X	☐ NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Business sold		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	1:00 a.m.
	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	1:00 a.m.
	E	In conjunction with restaurant - beer and wine only	1:00 a.m.
	F	Nightclub with packaged sales	3:00 a.m.
	F1	Nightclub - NO packaged sales	3:00 a.m.
	G	Clubs - NO packaged sales	1:00 a.m.
	H	Convention Center - NO packaged sales	1:00 a.m.
D	I	Rental Halls - NO packaged sales	1:00 a.m.
	J	Golf Course / Club House - with packaged sales	1:00 a.m.
	K	Hotel - full service - with packaged sales	3:00 a.m.
	L	Hotel - limited service - NO packaged sales	1:00 a.m.
	M	Supper Club - NO packaged sales	3:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	1:00 a.m.
	Subclass 1	AA, A and G - on Saturday and Sunday mornings	3:00 a.m.
	Subclass 2	AA, A and G - on Friday, Saturday and Sunday mornings	3:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:


Mayor's Signature

11/1/24
Date

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "I" LIQUOR
LICENSES BY REILLY VENUES, LLC D/B/A ARLINGTONS
SPRINGFIELD LOCATED AT 210 BROADWAY**

WHEREAS, Reilly Venues, LLC has applied for a Class "I" liquor license for the business known as Arlingtons Springfield located at 210 Broadway; and

WHEREAS, all phases of the application process have been met; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

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

Section 1: That the City Council hereby approves an increase in the number of Class "I" liquor licenses by Reilly Venues, LLC d/b/a Arlingtons Springfield located at 210 Broadway.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Requested By: Mayor Misty Buscher

Approved as to legal sufficiency:

 10/28/24
Office of Corporation Counsel / Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
11/05/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Reilly Venues, LLC d/b/a Arlingtons Springfield		
	210 Broadway		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Business		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	1:00 a.m.
	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	1:00 a.m.
	E	In conjunction with restaurant - beer and wine only	1:00 a.m.
	F	Nightclub with packaged sales	3:00 a.m.
	F1	Nightclub - NO packaged sales	3:00 a.m.
	G	Clubs - NO packaged sales	1:00 a.m.
	H	Convention Center - NO packaged sales	1:00 a.m.
I	I	Rental Halls - NO packaged sales	1:00 a.m.
	J	Golf Course / Club House - with packaged sales	1:00 a.m.
	K	Hotel - full service - with packaged sales	3:00 a.m.
	L	Hotel - limited service - NO packaged sales	1:00 a.m.
	M	Supper Club - NO packaged sales	3:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	1:00 a.m.
	Subclass 1	AA, A and G - on Saturday and Sunday mornings	3:00 a.m.
	Subclass 2	AA, A and G - on Friday, Saturday and Sunday mornings	3:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:



Mayor's Signature

GEM

11/11/24

Date

**AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "D"
LIQUOR LICENSES BY ONE FOR GABATONI'S INC. D/B/A
GABATONI'S LOCATED AT 300 E. LAUREL STREET**

WHEREAS, Gabatoni's Inc. currently holds a Class "D" liquor license for the business known as Gabatoni's located at 300 Laurel Street; and

WHEREAS, Gabatoni's Inc., has sold the business; and

WHEREAS, it is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

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

Section 1: That the City Council hereby authorizes a decrease in the number of Class "D" liquor licenses by one for Gabatoni's Inc. d/b/a Gabatoni's located at 300 E. Laurel Street

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Requested By: Mayor Misty Buscher

Approved as to legal sufficiency:

 10/28/24

Office of Corporation Counsel / Date

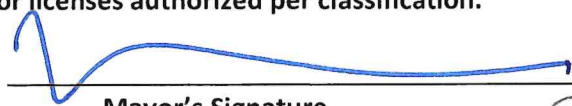
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
11/5/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Gabatoni's Inc. dba Gabatoni's		
LOCATION:	300 E. Laurel		
EMERGENCY PASSAGE: (Please check one)	☒ YES	☒ X	☐ NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Change in Ownership		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	1:00 a.m.
	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
D	D	In conjunction with restaurant	1:00 a.m.
	E	In conjunction with restaurant - beer and wine only	1:00 a.m.
	F	Nightclub with packaged sales	3:00 a.m.
	F1	Nightclub - NO packaged sales	3:00 a.m.
	G	Clubs - NO packaged sales	1:00 a.m.
	H	Convention Center - NO packaged sales	1:00 a.m.
	I	Rental Halls - NO packaged sales	1:00 a.m.
	J	Golf Course / Club House - with packaged sales	1:00 a.m.
	K	Hotel - full service - with packaged sales	3:00 a.m.
	L	Hotel - limited service - NO packaged sales	1:00 a.m.
	M	Supper Club - NO packaged sales	3:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	1:00 a.m.
	Subclass 1	AA, A and G - on Saturday and Sunday mornings	3:00 a.m.
	Subclass 2	AA, A and G - on Friday, Saturday and Sunday mornings	3:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:


Mayor's Signature

11/1/24
Date

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR
LICENSES BY ONE FOR GABATONI'S ITALIAN RESTAURANTS, INC.
D/B/A GABATONI'S LOCATED AT 300 E. LAUREL STREET**

WHEREAS, Gabatoni's Italian Restaurants, Inc. has applied for a Class "D" liquor license for the business known as Gabatoni's located at 300 E. Laurel Street; and

WHEREAS, all phases of the application process have been met; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

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

Section 1: That the City Council hereby approves an increase in the number of Class "D" liquor licenses by Gabatoni's Italian Restaurants, Inc. d/b/a Gabatoni's located at 300 E. Laurel Street.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Requested By: Mayor Misty Buscher

Approved as to legal sufficiency:

 10/28/24
Office of Corporation Counsel / Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
11/5/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Gabatoni's Italian Restaurants, Inc. dba Gabatoni's		
LOCATION:	300 E. Laurel St.		
EMERGENCY PASSAGE: (Please check one)	☒ YES	☒ X	☐ NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Owner		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	1:00 a.m.
	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
I	D	In conjunction with restaurant	1:00 a.m.
	E	In conjunction with restaurant - beer and wine only	1:00 a.m.
	F	Nightclub with packaged sales	3:00 a.m.
	F1	Nightclub - NO packaged sales	3:00 a.m.
	G	Clubs - NO packaged sales	1:00 a.m.
	H	Convention Center - NO packaged sales	1:00 a.m.
	I	Rental Halls - NO packaged sales	1:00 a.m.
	J	Golf Course / Club House - with packaged sales	1:00 a.m.
	K	Hotel - full service - with packaged sales	3:00 a.m.
	L	Hotel - limited service - NO packaged sales	1:00 a.m.
	M	Supper Club - NO packaged sales	3:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	1:00 a.m.
	Subclass 1	AA, A and G - on Saturday and Sunday mornings	3:00 a.m.
	Subclass 2	AA, A and G - on Friday, Saturday and Sunday mornings	3:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:



Mayor's Signature

GEH

11/1/24

Date

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "A" LIQUOR
LICENSES BY ONE FOR THE OLD FASHION INC. D/B/A GOLD MINE
GAMING LOCATED AT 242 S. DIRKSEN PARKWAY**

WHEREAS, The Old Fashion Inc. has applied for a Class "A" liquor license for the business known as Gold Mine Gaming located at 242 S. Dirksen Parkway; and

WHEREAS, all phases of the application process have been met; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

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

Section 1: That the City Council hereby approves an increase in the number of Class "A" liquor licenses by The Old Fashion Inc. d/b/a Gold Mine Gaming located at 242 S. Dirksen Parkway.

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

PASSED: _____, 2024

SIGNED: _____, 2024

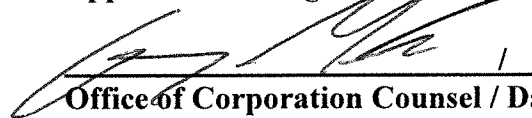
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Requested By: Mayor Misty Buscher

Approved as to legal sufficiency:

 10/28/24
Office of Corporation Counsel / Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
11/5/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	The Old Fashion Inc. dba Gold Mine Gaming		
LOCATION:	242 S. Dirksen Pkwy		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Business – Tavern license		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	1:00 a.m.
I	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	1:00 a.m.
	E	In conjunction with restaurant - beer and wine only	1:00 a.m.
	F	Nightclub with packaged sales	3:00 a.m.
	F1	Nightclub - NO packaged sales	3:00 a.m.
	G	Clubs - NO packaged sales	1:00 a.m.
	H	Convention Center - NO packaged sales	1:00 a.m.
	I	Rental Halls - NO packaged sales	1:00 a.m.
	J	Golf Course / Club House - with packaged sales	1:00 a.m.
	K	Hotel - full service - with packaged sales	3:00 a.m.
	L	Hotel - limited service - NO packaged sales	1:00 a.m.
	M	Supper Club - NO packaged sales	3:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	1:00 a.m.
	Subclass 1	AA, A and G - on Saturday and Sunday mornings	3:00 a.m.
	Subclass 2	AA, A and G - on Friday, Saturday and Sunday mornings	3:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:


Mayor's Signature

GEM

11/1/24

Date

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "A" LIQUOR
LICENSES BY ONE FOR THE OLD FASHION INC. D/B/A GOLD MINE
GAMING LOCATED AT 2508 N. DIRKSEN PARKWAY**

WHEREAS, The Old Fashion Inc. has applied for a Class "A" liquor license for the business known as Gold Mine Gaming located at 2508 N. Dirksen Parkway; and

WHEREAS, all phases of the application process have been met; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

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

Section 1: That the City Council hereby approves an increase in the number of Class "A" liquor licenses by The Old Fashion Inc. d/b/a Gold Mine Gaming located at 2508 N. Dirksen Parkway.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Requested By: Mayor Misty Buscher

Approved as to legal sufficiency:

 10/28/24
Office of Corporation Counsel / Date

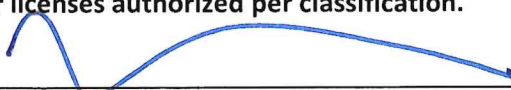
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
11/5/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	The Old Fashion Inc. dba Gold Mine Gaming		
LOCATION:	2508 N. Dirksen Pkwy		
EMERGENCY PASSAGE: (Please check one)	☒ YES	☒ X	☐ NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Business – Tavern license		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	1:00 a.m.
I	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	1:00 a.m.
	E	In conjunction with restaurant - beer and wine only	1:00 a.m.
	F	Nightclub with packaged sales	3:00 a.m.
	F1	Nightclub - NO packaged sales	3:00 a.m.
	G	Clubs - NO packaged sales	1:00 a.m.
	H	Convention Center - NO packaged sales	1:00 a.m.
	I	Rental Halls - NO packaged sales	1:00 a.m.
	J	Golf Course / Club House - with packaged sales	1:00 a.m.
	K	Hotel - full service - with packaged sales	3:00 a.m.
	L	Hotel - limited service - NO packaged sales	1:00 a.m.
	M	Supper Club - NO packaged sales	3:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	1:00 a.m.
	Subclass 1	AA, A and G - on Saturday and Sunday mornings	3:00 a.m.
	Subclass 2	AA, A and G - on Friday, Saturday and Sunday mornings	3:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:



Mayor's Signature

GEH

11/1/24

Date

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR TWISTED FORK INDUSTRIES, LLC D/B/A TWISTED FORK LOCATED AT 400 E. JEFFERSON STREET, SUITE 106

WHEREAS, Twisted Fork Industries, LLC currently holds a Class "D" liquor license for the business known as Twisted Fork located at 400 E. Jefferson Street, Suite 106; and

WHEREAS, the business has closed; and

WHEREAS, it is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

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

Section 1: That the City Council hereby authorizes a decrease in the number of Class "D" liquor licenses by one for Twisted Fork Industries, LLC d/b/a Twisted Fork located at 400 E. Jefferson Street, Suite 106.

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

PASSED: _____, 2024

SIGNED: _____, 2024

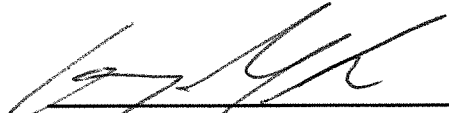
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Requested By: Mayor Misty Buscher

Approved as to legal sufficiency:

 _____, 10/28/24
Office of Corporation Counsel / Date

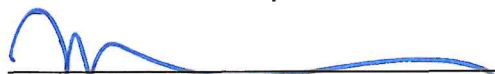
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
11/5/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Twisted Fork Industries, LLC dba Twisted Fork		
LOCATION:	400 E. Jefferson Suite 106		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Business Closed		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	1:00 a.m.
	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
D	D	In conjunction with restaurant	1:00 a.m.
	E	In conjunction with restaurant - beer and wine only	1:00 a.m.
	F	Nightclub with packaged sales	3:00 a.m.
	F1	Nightclub - NO packaged sales	3:00 a.m.
	G	Clubs - NO packaged sales	1:00 a.m.
	H	Convention Center - NO packaged sales	1:00 a.m.
	I	Rental Halls - NO packaged sales	1:00 a.m.
	J	Golf Course / Club House - with packaged sales	1:00 a.m.
	K	Hotel - full service - with packaged sales	3:00 a.m.
	L	Hotel - limited service - NO packaged sales	1:00 a.m.
	M	Supper Club - NO packaged sales	3:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	1:00 a.m.
	Subclass 1	AA, A and G - on Saturday and Sunday mornings	3:00 a.m.
	Subclass 2	AA, A and G - on Friday, Saturday and Sunday mornings	3:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:


Mayor's Signature

GEM

11/1/24

Date

**A RESOLUTION ESTIMATING REAL PROPERTY TAXES TO BE
LEVIED TO PARTIALLY FUND THE STATUTORY CONTRIBUTION OF
THE POLICE AND FIRE PENSION FUNDS**

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, Section 18-60 of the Truth in Taxation Act (35 ILCS 200/18-60) requires the City Council to determine the amount of money estimated necessary to be raised by its aggregate levy.

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

Section 1: The City Council of the City of Springfield, Illinois, hereby estimates its aggregate levy, excluding debt service, as \$26,000,000.00.

Section 2: This resolution shall become effective immediately upon passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 **10/31/24**
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 11/5/24

OFFICE REQUESTING: OBM

CONTACT PERSON: Jeff Blazis

PHONE NUMBER: _____

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

TYPE OF ORDINANCE: Resolution

FISCAL IMPACT: _____

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

SUGGESTED TITLE:

A RESOLUTION ESTIMATING REAL PROPERTY TAXES TO BE LEVIED TO PARTIALLY FUND THE STATUTORY CONTRIBUTION OF THE POLICE AND FIRE PENSION FUNDS.

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope

Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

This resolution must be passed at least 20 days before passage of the levy per statute (35 ILCS 200/18-60). It is an estimate and does not prevent any subsequent change in the total dollars. The estimate is based upon a 1.0% growth in EAV from FY25.

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

2024-459

**AN ORDINANCE DECLARING VARIOUS PARCELS OF REAL
PROPERTY TO BE SURPLUS PROPERTY, DIRECTING THE SALE OF
SAID REAL PROPERTY AND AUTHORIZING THE PUBLICATION OF A
NOTICE OF SAID SALE AND REQUEST FOR PROPOSALS, FOR THE
OFFICE OF BUDGET AND MANAGEMENT**

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

WHEREAS, the City owns certain real property, legally described on Exhibit A attached hereto and incorporated herein, including located thereon (the "Real Property"); and

WHEREAS, the Real Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

WHEREAS, the City wishes to dispose of the Real Property by sale for cash or other valuable consideration; and

WHEREAS, it is necessary and desirable to the public interest that any purchase shall be subject to certain specifications established by the City; and

WHEREAS, pursuant to 65 ILCS 5/11-76-2, the City may sell the Real Property by inviting proposals for the purchase of the Real Property by publishing notice for three successive weeks in a newspaper published by the City, and the City Council desires that such notice of sale and request for proposals provide for the terms and conditions set for in Exhibit B attached hereto and any other terms and conditions deemed necessary by the City's Purchasing Agent; and

WHEREAS, an ordinance authorizing the execution of an agreement for the sale of the Real Property shall be submitted to the City Council for approval prior to the sale of the Real Property.

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

Section 1: That the City Council hereby directs the sale of the Real Property, legally described on Exhibit A attached hereto, and authorizes the City's Purchasing Agent to publish the notice of sale and request for proposals in substantially the same form as attached hereto as Exhibit B including the terms and conditions contained therein and any other terms and conditions deemed necessary by the City's Purchasing Agent.

Section 2: The City's Purchasing Agent shall publish said notice of sale and request for proposals at the first opportunity for three successive weeks in a newspaper published in the City.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

_____, 10/29/24
Office of Corporation Counsel / Date

EXHIBIT A – SURPLUS PROPERTY LIST

Former Fire House #6 – 2156 South 9th Street

Legal Description:

Lots 327 and 328 in Harvard Park, being a subdivision situated in the Southwest Quarter of Section 3, Township 15 North, Range 5 West of the Third Principal Meridian.

Former Fire House #8 – 2051 West Monroe Street

Legal Description:

That part of Lot 322 of Charles S. Wanless' Knox Knolls Subdivision, Seventh Addition, more particularly described as follows: Beginning at the front lot corner common to Lots 322 and 321; thence Southwesterly along the Northerly line of Monroe Street, measure 100 feet; thence deflecting to the right 90 degrees, measure 169.5 feet to a point on the rear lot line of lot 322; thence Northeasterly along said rear lot line, measure 100.8 feet to the rear lot corner common to Lots 322 and 321; thence Southeasterly 157.0 feet to the point of beginning.

Subject to an easement for sanitary sewer purposes over the 5 feet of Lot 322 adjacent to Lot 321.

EXHIBIT B
NOTICE OF SALE OF PROPERTY OWNED BY THE CITY OF SPRINGFIELD, ILLINOIS,
AND REQUEST FOR PROPOSALS

PLEASE TAKE NOTICE THAT the City of Springfield, Illinois, will receive proposals for the purchase, under the successful proposal, of the fee simple interest in the property legally described on Attachment A attached hereto and posted to the city's website located in Springfield, Illinois.

The Real Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City. The legal description, parcel identification number, and present zoning classification are included in a Proposal Page and Specifications, a copy of which may be obtained from the Central Purchasing Office, Room 200 Municipal Center West, 300 South Seventh Street, Springfield, Illinois 62701.

The property will be sold "as is". The party submitting the successful proposal will be required to enter into an agreement for the sale of property, which will include various terms, conditions, and restrictions as further described in the Proposal Application and Specifications. Any such agreement shall be subject to the approval of the City Council of the City of Springfield.

Proposals for the purchase of the aforesaid interest in each of the parcels of property legally described on Exhibit A must be submitted in the form described in the Proposal Application and Specifications and will be received by the City Purchasing Agent, Room 200 Municipal Center West, 300 South Seventh Street, Springfield, Illinois 62701 until 3:00 p.m. Central Standard Time (CST) on [NOT LESS THAN 30 DAYS AFTER FIRST PUBLICATION]. Said proposals shall be addressed to:

City of Springfield
Office of the Purchasing Agent Room 200
Municipal Center West
300 South Seventh Street
Springfield, IL 62701-1681

or

Electronically submitted at: <https://www.springfield.il.us/Registration/Options.aspx>

All bidders must be registered with the City of Springfield at the referenced link in order to submit an electronic bid.

A contract may be awarded to the party whose proposal is found to be in the best interest of the City of Springfield. The City Council reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals. The City Council further reserves the right to review and study any and all proposals and to make a contract award following the initial proposal deadline period.

All proposals received will be publicly opened at 3:00 p.m. on [NOT LESS THAN 30 DAYS AFTER FIRST PUBLICATION], Room 200 Municipal Center West, 300 South Seventh Street, Springfield, Illinois 62701. No proposal will be accepted after the preceding time and date.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Mike LeskoOFFICE REQUESTING: Office of Budget & ManagementPHONE NUMBER: 217-789-2191EMERGENCY PASSAGE: No ☒ Yes ☒ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: An Ordinance declaring various parcels of real property to be surplus property, directing the sale of said real property and authorizing the publication of a notice of said sale and request for proposals.

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: Surplus Real Estate
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

Property List - Exhibit A
Notice of Sale - Exhibit B

STAFF ANALYSIS

The City of Springfield is seeking to declare former Fire Station #6 at 2156 South 9th Street and former Fire Station #8 at 2051 West Monroe Street as surplus property, directing the sale of said real property and authorizing publication of a notice of sale and request for proposals. With the opening of new Fire Stations these buildings will be vacant and the City believes there is value in declaring them surplus and attempting to sell the property and structures. Legal Descriptions for both locations are included.

The City intends to issue RFPs for the sale of each property following the passage of this Ordinance.

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR: Canny, EdwardDigitally signed by Canny, Edward
Date: 2024.10.23 16:39:40 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, MikeDigitally signed by Lesko, Mike
Date: 2024.10.23 13:13:44 -05'00'

Date: _____

SIGN OFF:


(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2024.10.23 13:28:41 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-460

**AN ORDINANCE DECLARING OFFICE OF PUBLIC WORKS APPARATUS
AND EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZING
DISPOSAL OF SAID SURPLUS PROPERTY BY AUCTION, SOLD FOR
SCRAP, DONATED OR RECYCLED, FOR OFFICE OF BUDGET AND
MANAGEMENT**

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

WHEREAS, the Office of Public Works has identified the listed equipment described on attached Exhibit A as property that is not useful for City purposes and desires to dispose of said property; and

WHEREAS, it is necessary to declare the items to be surplus property and authorize the disposal of the surplus property to be sold at auction, sold for scrap, donated, recycled.

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

Section 1: That the City Council hereby declares the property described on Exhibit A attached hereto as surplus property and authorizes disposal of said surplus property to be sold at auction, sold for scrap, donated or recycled.

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

PASSED: _____, 2024

SIGNED: _____, 2024

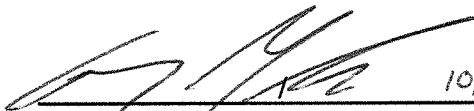
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 10/28/24

Office of Corporation Counsel / Date

Exhibit A - Fall 2024 Public Works Assets to be sold/auctioned

Apparatus	Equipment Description	Equipment ID	Model Year	Manufacturer ID	Model ID	VIN	License Number	Miles
Street/Alley	20' with 5' Dove Tail Trailer	30163		Rice Trailer		4RWVDG25287N03	M094499	
Snow	8 Ft. Plow	N/A				4372		
Snow	8 Ft. Plow	N/A						
Utility Crew	Auger	N/A		John Deere		M0031P1X10244		
Street/Alley	Mill	N/A		Gehl	CP424	280029		
Snow 550	Salt Spreader	N/A		Monroe		15-06-9011		
Snow 550	Salt Spreader	N/A		Monroe		15-06-9012		
Snow Dump	Salt Spreader	30092A		Henke		20347		
Snow Dump	Salt Spreader	30097A		Henke		20348		
Barricade	Arrow Board	282		Wanco		1W9151016V1249260		
Barricade	Arrow Board	281		Wanco		1W9151013W1249443		
Barricade	Arrow Board	283		Wanco		1W915101XV1249259		
Mechanic	Air Compressor	N/A		Ingersoll Rand		880977		
N/A	10 Ft. Trailer	N/A		N/A			M54441	
Brick Work	8 Ft. Trailer	N/A		N/A			M09005	
Concrete	10 Ft. x 4" Forms	N/A		N/A				
Tear Out	10' Saw Trailer	30141		N/A				

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Mike Lesko

OFFICE REQUESTING: Office of Budget & Management

PHONE NUMBER: 217-789-2191

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

FISCAL IMPACT: _____

SUGGESTED TITLE: An Ordinance declaring Office of Public Works Apparatus and Equipment as surplus and authorizing disposal of said surplus property by auction, sold for scrap, donated or recycled

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

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

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒

Is Purchasing Agent approval attached? No ☐ Yes ☒

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

Vehicle & Equipment Listing - Exhibit A

STAFF ANALYSIS

The Office of Public Works has identified the listed equipment as surplus, retired and/or replaced. Following the declaration of surplus, the City will seek to sell items through public auction or trade-in with the purchase of other equipment should the return to the city be determined more beneficial.

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR:

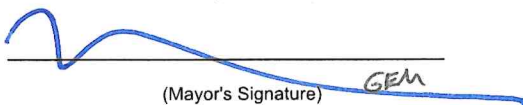
Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.10.23 13:13:44 -05'00'

Date: _____

SIGN OFF:


(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2024.10.23 13:28:41 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-461

**AN ORDINANCE DECLARING SPRINGFIELD FIRE DEPARTMENT
MISCELLANEOUS SCRAP EQUIPMENT AS SURPLUS AND
AUTHORIZING DISPOSAL OF SAID SURPLUS BY AUCTION, SOLD FOR
SCRAP, DONATED OR RECYCLED, FOR OFFICE OF BUDGET AND
MANAGEMENT**

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

WHEREAS, the Springfield Fire Department has identified the listed equipment described on attached Exhibit A as property that is not useful for City purposes and desires to dispose of said property; and

WHEREAS, it is necessary to declare the items to be surplus property and authorize the disposal of the surplus property to be sold at auction, sold for scrap, donated, recycled.

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

Section 1: That the City Council hereby declares the property described on Exhibit A attached hereto as surplus property and authorizes disposal of said surplus property to be sold at auction, sold for scrap, donated or recycled.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 10/28/24

Office of Corporation Counsel / Date

EXHIBIT A - FIRE SURPLUS FALL 2024

QTY	Description		Value	
112	Scott, 4500 psi, 45 minutes, SCBA Bottles			
4	Scott, 4500 psi, SCBA with integrated PASS (personal alert safety system) CBRN (chemical, biological, radiological, nuclear) protected regulators			
12	Scott, 4500 psi, SCBA with integrated PASS (personal alert safety system)			
8	Scott, 4500 psi, wireframe SCBA, with pass-through and no PASS device (industrial use or HazMat only)			
16	Scott, 4500 psi, SCBA with integrated PASS (personal alert safety system) Out of Service packs for parts only			
35	Scott, 4500 psi, SCBA bottle valves			
4	Scott, 4500 psi, emergency escape packs			
1	Holmatro Extrication pump, 4.0 HP Honda Motor, core technology with two hoses			
2	Holmatro Spreaders, Core Technology			
2	Holmatro Rams, Core Technology			
2	Holmatro Cutters, Core Technology			
1	Tempest Positive Pressure Fan, 21 inch			
1	Tempest Positive Pressure Fan, 16 inch			
1	Smoke Ejector (red), 1/3 HP electric			
1	Smoke Ejector (yellow), Super Vac, ½ HP electric			

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: _____

SUGGESTED TITLE: An Ordinance declaring Springfield Fire Department miscellaneous scrap equipment as surplus and authorizing of said surplus property by auction, sold for scrap, donated or recycled

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

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

Method of Purchase (check one)

- ☐ Low Bid ☒ Other: Surplus Items
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒

Is Purchasing Agent approval attached? No ☐ Yes ☒

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

Equipment Listing - Exhibit A

STAFF ANALYSIS

This ordinance allows for the auction and/or disposal of the items listed on Exhibit A that the SFD can no longer benefit from. The Fire Department will coordinate with the Central Purchasing in the Office of Budget and Management to sell these items on appropriate surplus website(s).

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR:

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2024.10.23 14:37:13 -05'00'

Date: _____

SIGN OFF:


(Mayor's Signature)

Metzger, Ramona M. Digitally signed by Metzger, Ramona M.
Date: 2024.10.23 15:56:21 -05'00'
(Director of OBM)

The information supplied on this form is not confidential information.

2024-462

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL
UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH
DEMETRIUS CRIGGLEY FOR SALE OF CITY-OWNED PROPERTY
CONSISTING OF TWO PARCELS LOCATED AT 823 AND 825 S. 17th
STREET IN THE AMOUNT OF \$1,000.00, FOR THE OFFICE OF BUDGET
AND MANAGEMENT**

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

WHEREAS, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, and 316-08-18 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS 19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on January 16, 2019; and

WHEREAS, the Request for Proposals CS 19-29 contained properties declared surplus by ordinances 016-01-17, 158-04-17, 378-09-18, and 316-08-18; and

WHEREAS, in response to the City's request for proposals CS 19-29, the City has received a proposal for purchase of two parcels in the amount of \$1,000.00, said parcels being legally described on Exhibit A attached hereto; and

WHEREAS, it is in the best interests of the City to accept the bid and enter into an Agreement for Sale of City-owned property with Demetrius Criggley consisting of two parcels located at 823 and 825 S. 17th Street, Springfield, Illinois 62703; and

WHEREAS, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

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

Section 1: That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 19-29 and authorizes execution of an Agreement for Sale of Property located at 823 and 825 S. 17th Street, with Demetrius Criggley, legally described on attached Exhibit A in the amount of \$1,000.00.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

Section 3: That the Office of Budget and Management is hereby directed to deposit the amount of \$1,000.00 into revenue account 001-107-BMGT-ACCT-0242.

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel / Date

2024-463

Exhibit A

Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
1	823 S 17th	14-35-0-306-013	Demetrius Criggley	500.00	Lot 12 in Block 5 of J. H. SPEARS SECOND ADDITION to the City of Springfield, situated in the County of Sangamon and State of Illinois.	R-2	CS19-29
2	825 S 17th	14-35-0-306-014	Demetrius Criggley	500.00	Lot 11 in Block 5 of J. H. SPEARS SECOND ADDITION to the City of Springfield, situated in the County of Sangamon and State of Illinois.	R-2	CS19-29

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

Demetrius Criggley

Mailing Address

2947 Taylor Ave Apt 5 Springfield, IL DemetriusCrigg30@gmail

Daytime Phone Number

Email Address

(217) 717-0958

DemetriusCrigg30@gmail

Resident of Springfield corporate limits?

Yes

No

VACANT LOT INFORMATION

Vacant Lot Address(es)

Vacant Lot Parcel Number(s)

X 804 S 16th
X 800 S 16th St, Springfield, IL 62703
X 816 S 16th St, Springfield, IL 62703
X 901 S 16th St, Springfield, IL 62703

823 S 17th

825 S 17th

X 827 S 17th

→ These two only

→ not on RFP

City of Springfield Office of Planning and Economic Development • 800 E. Monroe, Room 107, Springfield, IL 62701
(217) 789-2377 • www.springfield.il.us • Info.OPED@springfield.il.us

2024-463

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

Adjacent Homeowner

☒ Adjacent Landlord/Property Owner

Property Owner near the vacant lot

Neighborhood Association or other organization

Other (specify): _____

Address of your property:

Same as my mailing address (listed in the Applicant Contact Information section)

Different from my mailing address: _____

Do you rent or own your home? ☒ Rent ☐ Own

Your property is a:

☒ Residence

☐ Organization

☐ Business

☐ Other (specify): _____

Describe the intended use for the vacant lot.

residential development

Do you expect to invest any money to improve the vacant lot? If so, please explain.

Yes, with partnerships I planned to develop affordable housing.

About how much money would you expect to spend (if any): \$ unknown at the moment

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

Do you owe delinquent property taxes?

Yes

☒ No

If yes, please explain why.

I dont know

Have you ever been cited for Housing Code Violations?

Yes

☒ No

If yes, please explain why.

I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

Yes

☒ No

If yes, please explain why.

I dont know

Do you have any debt owed to the City of Springfield?

Yes

☒ No

If yes, please explain why.

I dont know

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500 per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

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

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Demetrius Criggley

Signature

[Handwritten Signature]

Date

9-17-24

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/5/2024

CONTACT PERSON: Mike Lesko

OFFICE REQUESTING: OPED

PHONE NUMBER: 217-789-2116, 2613

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

FISCAL IMPACT: N/A

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS19-29 AND EXECUTION OF AGREEMENT WITH DEMETRIUS CRIGGLEY FOR SALE OF CITY OWNED PROPERTY CONSISTING OF TWO PARCELS LOACTED AT 823 AND 825 S 17TH (CONT. BELOW)

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: N/A

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: N/A

N/A

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: RFP (CS19-29)☐ Exception:

Code Provision:

Previous Ord #'s

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	001	107	BMGT	ACCT	0242	\$500
2						
3						
4						

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

Exhibit A

Vacant Lot Application

STAFF ANALYSIS

IN THE AMOUNT OF \$1000 (\$500 each) FOR THE OFFICE OF BUDGET AND MANAGMENT.

This is for the sale of 2 vacant lots to the following individual: Demetrius Criggley purchasing 2 lots at 823 and 825 S 17th, Springfield, IL 62703

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR: Yazell, Valera

Digitally signed by Yazell, Valera
Date: 2024.10.23 10:01:52 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.10.23 13:02:00 -05'00'

Date: _____

SIGN OFF:


(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2024.10.23 13:26:51 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-463

AN ORDINANCE DECLARING EIGHT UNCLAIMED BICYCLES BEING HELD IN THE SPRINGFIELD POLICE DEPARTMENT'S EVIDENCE ROOM TO BE SURPLUS PROPERTY AND AUTHORIZING THE SPRINGFIELD POLICE DEPARTMENT TO DONATE SAID BICYCLES TO THE SPRINGFIELD URBAN LEAGUE AND DOUGLAS AVENUE UMC,

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

WHEREAS, the Springfield Police Department has identified certain property consisting of eight unclaimed bicycles to be surplus property and useful for donation to appropriate organizations as identified on attached Exhibit A; and

WHEREAS, The Springfield Urban League and Douglas Avenue UMC, not-for-profit organizations, have expressed a desire to obtain said unclaimed surplus property.

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

Section 1: That the City Council hereby declares the eight unclaimed bicycles currently being held in the Springfield Police Department's Evidence Room, as outlined on attached Exhibit "A" to be surplus property and authorizes the Springfield Police Department to donate the bicycles to The Springfield Urban League and Douglas Avenue UMC.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 10/28/24
Office of Corporation Counsel / Date

BICYCLES FOR CHARITY 2024

THE SPRINGFIELD URBAN LEAGUE-CONTACT-ATLENE WASHINGTON- 217-789-0830 TAX EXEMPT # E99863839

DOUGLAS AVENUE UMC- CONTACT- JESSE KLEINSCHMIDT-217-546-4631 TAX EXEMPT # E9989-6151

REPORT #	PROPERTY #	SERIAL#
S23-051748	23-3473	HA400929
S24-007543	24-0564	62307020842
S23-019375	23-1284	1S3C02514
S23-089041	23-5941	SNFS013B95667
S23-026119	23-1837	WW0042524
S23-031329	23-2195	NA
S23-095792	23-6413	GS72786WMA
S23-095340	23-6383	FSD21BZ7970

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: SPDEVID0053
DATE OF 1ST READING: _____

OFFICE REQUESTING: Police Department

CONTACT PERSON: Michelle Lauterbach
PHONE NUMBER: 788-8377

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

TYPE OF ORDINANCE: Charity Bicycle Giveaway FISCAL IMPACT: N/A

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

SUGGESTED TITLE:

An Ordinance declaring 8 unclaimed bicycles being held in the Springfield Police Department's Evidence Room to be surplus property and authorizing the Springfield Police Department to donate said bicycles to The Springfield Urban League a not for-profit organization and Douglas Avenue UMC, a not for- profit organization.

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

Attached is a copy of the bicycle inventory.

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT:

N/A
(Original amount if change order)

N/A
Change Order #

N/A
Additional Amount

Method of Purchase (check one) N/A Previous Ord #'s N/A

☐ 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: _____
N/A
DIRECTOR / SUPERVISOR SIGNATURE _____ Date: 10/16/24
CITY PURCHASING AGENT: _____ Date: _____
N/A

COMMENTS

An Ordinance declaring 8 unclaimed bicycles being held in the Springfield Police Department's Evidence Room to be surplus property and authorizing the Springfield Police Department to donate said bicycles toThe Springfield Urban Leauge a not- for-profit organization, and Douglas Avenue UMC a not for- Profit Organization, Attached is a copy of the bicycle inventory to be donated.

SIGN OFF:


(Mayor's Signature) GEH

(Director of OBM)

**AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF
THE 2024 COMMUNITY ORIENTED POLICING SERVICES ("COPS")
GRANT #15JCOPS-24-GG-02157-TECP FROM THE U.S. DEPARTMENT OF
JUSTICE, IN THE AMOUNT OF \$300,000.00, AND AUTHORIZING A
SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$300,000.00,
FOR THE SPRINGFIELD POLICE DEPARTMENT**

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

WHEREAS, the U.S. Department of Justice has approved the 2024 Community Oriented Policing Services ("COPS") Grant, #15JCOPS-24-GG-02157-TECP, for the Springfield Police Department in the amount of \$300,000.00 from March 9, 2024, through March 31, 2026; and

WHEREAS, the Springfield Police Department wishes to accept this grant in the amount of \$300,000.00 to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime; and

WHEREAS, a copy of the grant shall be on file in the Office of the City Clerk and identified as Grant #15JCOPS-24-GG-02157-TECP; and

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation of \$300,000.00 in order to expend the funds provided by this Grant to procure the necessary equipment and technologies as approved under the agreement.

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

Section 1: That the City Council hereby accepts the 2024 Community Oriented Policing Services ("COPS") Grant #15JCOPS-24-GG-02157-TECP from the U.S. Department of Justice, in the amount of \$300,000.00 from March 9, 2024, through March 31, 2026, for the Springfield Police Department. The Mayor and City Clerk are hereby authorized to execute any documents necessary to effectuate this grant on behalf of the City.

Section 2: That the City Council hereby authorizes a supplemental appropriation of \$300,000.00 from funds received from the 2024 Community Oriented Policing Services ("COPS") Grant #15JCOPS-24-GG-02157-TECP from the U.S. Department of Justice for the Springfield Police Department.

Section 3: That the Office of Budget and Management is hereby authorized to effectuate this supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
077-112-POLC-COPS-2016	\$300,000.00

INTO EXPENDITURE ACCOUNT	AMOUNT
077-112-POLC-COPS-1706	\$8,000.00
077-112-POLC-COPS-1604	\$29,440.00
077-112-POLC-COPS-1232	\$50,500.00
077-112-POLC-COPS-1507	\$112,060.00
077-112-POLC-COPS-1501	\$100,000.00
TOTAL	\$300,000.00

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

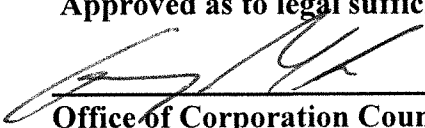
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

Approved as to legal sufficiency:

 10/28/24

Office of Corporation Counsel / Date



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF SPRINGFIELD POLICE 800 E MONROE ST
City, State and Zip:	SPRINGFIELD, IL 62701
Recipient UEI:	DUNPM99HLN85
Project Title: Technology Upgrades	Award Number: 15JCOPS-24-GG-02157-TECP
Solicitation Title: FY24 COPS Technology and Equipment Program Invitational Solicitation	
Federal Award Amount: \$300,000.00	Federal Award Date: 9/30/24
Awarding Agency:	Office of Community Oriented Policing Services
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 3/9/24	Project Period End Date: 3/31/26
Budget Period Start Date: 3/9/24	Budget Period End Date: 3/31/26
Project Description: The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime. The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading "Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment" in Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 118-42.	

Award Letter

September 30, 2024

Dear Kenneth Scarlett,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF SPRINGFIELD POLICE for an award under the funding opportunity entitled 2024 FY24 COPS Technology and Equipment Program Invitational Solicitation. The approved award amount is \$300,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Hugh T. Clements
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@oip.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF SPRINGFIELD POLICE

UEI

DUNPM99HLN85

ORI Number

no value

Street 1

800 E MONROE ST

Street 2

City

SPRINGFIELD

State/U.S. Territory

Illinois

Zip/Postal Code

62701

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

9/30/24

Award Type

Initial

Award Number

15JCOPS-24-GG-02157-TECP

Supplement Number

00

Federal Award Amount

\$300,000.00

Funding Instrument Type

Grant

Assistance Listing Number

16.710

Assistance Listings Program Title

Public Safety Partnership and Community Policing Grants

2024-465

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 FY24 COPS Technology and Equipment Program
Invitational Solicitation

Awarding Agency

COPS

Application Number

GRANT14194440

Grant Manager

MONIQUE BOLTON

Phone Number

202-451-7202

E-mail Address

monique.bolton@usdoj.gov

Project Title

Technology Upgrades

Performance Period Start**Date**

03/09/2024

Performance Period End Date

03/31/2026

Budget Period Start Date

03/09/2024

Budget Period End Date

03/31/2026

Project Description

The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading "Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment" in Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 118-42.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

2024-465

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/12/24 1:36 PM

Comments

The proposed budget included costs which were deemed unallowable, unreasonable, unnecessary, outside the scope of the program, or inconsistent with program guidelines and the program solicitation. Those costs were removed from the approved budget.

The proposed budget or budget description required revisions based on the attached budget narrative or information provided during the budget review process and are reflected in the approved budget. .

The proposed budget included costs which were deemed unallowable, unreasonable, unnecessary, outside the scope of the program, or inconsistent with program guidelines and the program solicitation. Those costs were removed from the approved budget.

The proposed budget or budget description required revisions based on the attached budget narrative or information provided during the budget review process and are reflected in the approved budget.

The proposed budget included costs which were deemed unallowable, unreasonable, unnecessary, outside the scope of the program, or inconsistent with program guidelines and the program solicitation. Those costs were removed from the approved budget.

The proposed budget or budget description required revisions based on the attached budget narrative or information provided during the budget review process and are reflected in the approved budget.

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	\$0	\$0	\$0	no value
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	no value
Travel:	\$0	\$0	\$0	no value
Equipment:	\$171,000	\$15,000	\$186,000	no value
Supplies:	\$1,000	\$0	\$1,000	no value
SubAwards:	\$0	\$0	\$0	no value
Procurement Contracts:	\$128,000	-\$15,000	\$113,000	no value
Other Costs:	\$0	\$0	\$0	no value
Total Direct Costs:	\$300,000	\$0	\$300,000	no value
Indirect Costs:	\$0	\$0	\$0	no value
Total Project Costs:	\$300,000	\$0	\$300,000	no value

Federal Funds:	\$300,000	\$0	\$300,000	100.00%
Match Amount:	\$0	\$0	\$0	0.00%
Program Income:	\$0	\$0	\$0	0.00%

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

Condition 3

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 4

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 5

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

Condition 7

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 8

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the

recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph

(a)(1) of this this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C.

7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph

(a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.

(c) Provisions applicable to any recipient.

(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) Definitions. For purposes of this award term:

Employee means either:

(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 9

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

(1) When the recipient fails to comply with the terms and conditions of a Federal award.

(2) When the recipient agrees to the termination and termination conditions.

(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.

(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

Condition 10

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

- (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
- (c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
- (d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- (e) Definitions. For purposes of this award term—
- Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 11

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

- (a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.
- (2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.
- (ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
- (b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
- (i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;
- (ii) in the preceding fiscal year, the recipient received:
- (A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
- (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- (2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
- (i) As part of the recipient's registration profile at <https://www.sam.gov>.
- (ii) No later than the month following the month in which this Federal award is made, and annually after that. (For

example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts

(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see

the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph

(c)(1) of this appendix. The recipient is required to submit this information to the

Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 12

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 13

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 14

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 15

Equal Employment Opportunity Plan (EEO): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

Condition 16

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 17

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 18

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 19

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 20

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 21

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the

recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Condition 22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 23

Criminal Intelligence Systems: Recipients using award funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. At the time of application, the recipient assured the COPS Office that it will comply with the requirements of 28 C.F.R. Part 23.

Condition 24

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 25

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 26

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 27**Buy America Preference**

Recipients of an award of Federal financial assistance for the construction, alteration, maintenance, or repair of infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

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

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

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and

assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers.

When necessary, recipients may apply for, and the Office of Community Oriented Policing Services (COPS Office) may grant, a waiver from these requirements.

The COPS Office may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. If requested, the COPS Office will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Recipients do not need to obtain a waiver of the Buy America Preference requirements from the COPS Office if they will use only iron, steel, manufactured products, and construction materials that meet the criteria as specified above for the project.

If a recipient determines a waiver is necessary, an application for a waiver should be submitted as soon as possible and provide detailed information to expedite the COPS Office's review. Recipients agree not to obligate, expend or draw down funds for infrastructure projects or activities unless they comply with the Buy America Preference requirements or request and obtain a waiver of the requirements from the COPS Office.

If you have any questions about this requirement or requesting a waiver of the requirement, please contact your COPS Office Program Manager at 800-421-6770.

Condition 28

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is

Condition 29

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 30

Community Policing: Community policing activities to be initiated or enhanced by your agency were identified and described in your award application. All equipment, technology, training, and civilian positions awarded under your agency's COPS Office award must be linked to the implementation or enhancement of community policing. 34 U.S.C. § 10382 (c)(10).

Condition 31

Compliance with National Environmental Policy Act and related statutes: Upon request, the recipient must assist the COPS Office in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the recipient agrees to determine if new construction or renovation or remodeling of a property will be funded by the grant, and if so, agrees to comply with all NEPA requirements prior to obligating, expending, or drawing down award funds for any award purposes. The recipient understands and agrees that complying with NEPA may require the preparation of an environmental study, including an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS), as directed by the COPS Office. The NEPA compliance process may take several months to complete. 42 U.S.C. §§ 4321 et seq.

Condition 32

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 34

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 35

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 36

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would

have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 37

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 38

State Information Technology Point of Contact: The recipient agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any technology or information-sharing project funded by this award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

Condition 39

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 40

Contracts and/or MOUs with Other Jurisdictions: Items funded under this award must only be used for law enforcement activities or services that benefit your agency and the population that it serves and cannot be utilized by other agencies unless the items benefit the population that your agency serves.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

COPS Director

Name of Approving Official

Hugh T. Clements

Signed Date And Time

9/19/24 5:16 PM

Authorized Representative

ORDINANCE FACT SHEET

DATE OF 1st READING: 10/14/2024

CONTACT PERSON: Calvin Gaskill

OFFICE REQUESTING: SPD

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: \$300,000.00

SUGGESTED TITLE: An Ordinance to accept \$300,000.00 in funding through the 2024 FY24 COPS Technology and Equipment Program including A Supplemental Appropriation in order to Expend the funds provided by this Grant to procure the necessary equipment and technologies as approved under the agreement.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

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

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	077	112	POLC	COPS	2016	300,000.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	077	112	POLC	COPS	1706	8,000.00
2	077	112	POLC	COPS	1604	29,440.00
3	077	112	POLC	COPS	1232	50,500.00
4	077	112	POLC	COPS	1507	112,060.00
077 112 POLC COPS 1501						\$100,000.00

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

Grant Agreement

STAFF ANALYSIS

FUNDS CHECK BY:

C. Heingel

Date: 10/23/2024

DIRECTOR / SUPERVISOR:

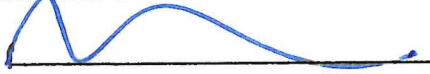
John Stul

Date: 10/14/2024

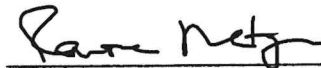
CITY PURCHASING AGENT:

Date: _____

SIGN OFF:



(Mayor's Signature)

EM

(Director of OBM)

The information supplied on this form is not confidential information.

2024-465

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$300,558.23 USING EFFECTUATED FUNDS FROM REVENUE 077-112-POLC-EBHR-2018 IN ORDER TO REPLENISH THE CONNECT & PROTECT LAW ENFORCEMENT BEHAVIORAL HEALTH RESPONSE GRANT BUDGET LINES WITH REMAINING AWARD 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 Connect & Protect Law Enforcement Behavioral Health Response Grant Project has been extended from September 30, 2024 to September 30, 2025; and

WHEREAS, the remaining unexpended award fund balance shall be allocated to expense line 077-112-POLC-EBHR-1232; and

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount of \$300,558.23 in order to continue funding the Crisis Response Network Model and Mental Health Professionals trained in Crisis intervention to respond to the scene where an individual is experiencing a mental health crisis.

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 \$300,558.23 using effectuated funds in order to replenish the Connect & Protect Law Enforcement Behavioral Health Response Grant Budget Lines with remaining award fund balance for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation in the amount of \$300,558.23 from revenue line 077-112-POLC-EBHR-2018 into expenditure account number 071-112-POLC-EBHR-1232.

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

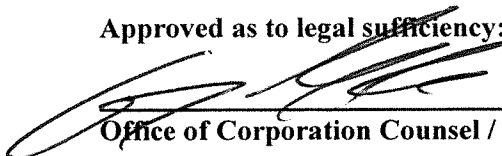
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 10/25/24
Office of Corporation Counsel / Date



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	SPRINGFIELD, CITY OF 800 E MONROE ST STE 313
City, State and Zip:	SPRINGFIELD, IL 62701
Recipient UEI:	DUNPM99HLN85
Project Title: City of Springfield Crisis Response Network	Award Number: 15PBJA-21-GG-04324-NTCP
Solicitation Title: BJA FY 21 Connect and Protect: Law Enforcement Behavioral Health Responses	
Federal Award Amount: \$532,492.00	Federal Award Date: 12/16/21
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/21	Project Period End Date: 9/30/25
Budget Period Start Date: 10/1/21	Budget Period End Date: 9/30/25

Project Description:

Abstract

The role of the Springfield Police Department is to provide public safety that serves the community by fairly enforcing the laws. The general expectation for the police is to fill many roles, such as law enforcement, community relations, problem-solving, public health, and social work. Among their responsibilities, police officers have been tasked increasingly with responding to mental health crises. These situations present a significant challenge to police officers and the community they serve. The need for a strong partnership with the mental health providers and clear community resources is more likely to result in positive outcomes for those who have a mental illness, the community, and the Springfield Police Department. The City of Springfield, acting as the lead agency, will collaborate with Memorial Behavioral Health to plan and implement a mental health response program that will serve approximately 150,000 residents. The target population includes individuals struggling with chronic mental health crisis or co-occurring mental illness/substance abuse. In 2020, SPD responded to 720 mental health dispatched calls for service, with 570 reports.

The co-responder team model for crisis intervention is a police-based intervention that pairs a police officer, often trained in Crisis Intervention, with a mental health professional to respond to the scene where an individual is experiencing a mental health crisis. Our program's goal, referred to as the Crisis Response Network (CRN), is to improve the outcomes for the person in crisis. This will be accomplished by de-escalation and on-scene counseling services. The CRN model will provide appropriate linkage to services to reduce unnecessary healthcare expenses, jail diversion, and improved quality of life for those affected by mental illness. Additionally, members of the CRN follow up with those who have previously experienced a chronic mental health issue to assist them and their families in leading a more stable life.

Our goal is to invest in the outcomes of this program for the future of all residents. The program will serve Springfield and local jurisdictions to provide mutual aid for crisis intervention. Through effective partnerships with community stakeholders, mental health resources, and problem-solving, everyone will enjoy a fairer and safer Springfield.

Award Letter

December 16, 2021

Dear Purnima Brahma,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by SPRINGFIELD, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Connect and Protect: Law Enforcement Behavioral Health Responses. The approved award amount is \$532,492.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon
Principal Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department

are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

SPRINGFIELD, CITY OF

UEI

DUNPM99HLN85

Street 1

800 E MONROE ST STE 313

Street 2

no value

City

SPRINGFIELD

State/U.S. Territory

Illinois

Zip/Postal Code

62701

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

12/16/21

Award Type

Initial

Award Number

15PBJA-21-GG-04324-NTCP

Supplement Number

00

Federal Award Amount

\$532,492.00

Funding Instrument Type

Grant

Assistance Listing Number

16.738

Assistance Listings Program Title

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 116-260, 134 Stat 1182, 1257

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

2024-466

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Connect and Protect: Law Enforcement Behavioral Health Responses

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13421854

Grant Manager

Tammy Lovill

Phone Number

202-598-6565

E-mail Address

Tammy.L.Lovill@usdoj.gov

Project Title

City of Springfield Crisis Response Network

Performance Period Start

Date

10/01/2021

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2025

Project Description

Abstract

The role of the Springfield Police Department is to provide public safety that serves the community by fairly enforcing the laws. The general expectation for the police is to fill many roles, such as law enforcement, community relations, problem-solving, public health, and social work. Among their responsibilities, police officers have been tasked increasingly with responding to mental health crises. These situations present a significant challenge to police officers and the community they serve. The need for a strong partnership with the mental health providers and clear community resources is more likely to result in positive outcomes for those who have a mental illness, the community, and the Springfield Police Department. The City of Springfield, acting as the lead agency, will collaborate with Memorial Behavioral Health to plan and implement a mental health response program that will serve approximately 150,000 residents. The target population includes individuals struggling with chronic mental health crisis or co-occurring mental illness/substance abuse. In 2020, SPD responded to 720 mental health dispatched calls for service, with 570 reports.

The co-responder team model for crisis intervention is a police-based intervention that pairs a police officer, often trained in Crisis Intervention, with a mental health professional to respond to the scene where an individual is experiencing a mental health crisis. Our program's goal, referred to as the Crisis Response Network (CRN), is to improve the outcomes for the person in crisis. This will be accomplished by de-escalation and on-scene counseling services. The CRN model will provide appropriate linkage to services to reduce unnecessary healthcare expenses, jail diversion, and improved quality of life for those affected by mental illness. Additionally, members of the CRN follow up with those who have previously experienced a chronic mental health issue to assist them and their families in leading a more stable life.

Our goal is to invest in the outcomes of this program for the future of all residents. The program will serve Springfield and local jurisdictions to provide mutual aid for crisis intervention. Through effective partnerships with community stakeholders, mental health resources, and problem-solving, everyone will enjoy a fairer and safer Springfield.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

2024-10-28



SENSITIVE BUT UNCLASSIFIED

Account Balance Inquiry

Date: 10/28/2024
Time: 3:35 PM

ALC/Region: 15040001 Agency Short Name: DOJ GRANTS Account ID: N/A
Recipient ID: 1716054 Requestor ID: 1716054 Account Status: All As of Date: Oct 27, 2024

Inquiry Results:

Recipient ID	Short Name	Account ID	Cumulative Authorizations	Cumulative Draws/RP/BE	Current Available Balance
1716054	Spld Polic	15JLQPS22GG048311E03	\$100,000.00	\$100,000.00	\$0.00
1716054	Spld Polic	15PBJA21GG014667AC6	\$95,101.00	\$95,101.00	\$0.00
1716054	Spld Polic	15PBJA21GG04324NTCP	\$532,492.00	-\$231,933.77	\$300,558.23
1716054	Spld Polic	15PBJA22GG02260JACX	\$95,441.00	-\$67,220.00	\$28,221.00
1716054	Spld Polic	15PBJA23GG03391JACX	\$0.00	\$0.00	\$0.00
1716054	Spld Polic	2016DJBX0188	\$13,240.00	\$13,240.00	\$0.00
1716054	Spld Polic	2017DJBX0037	\$39,054.00	-\$39,054.00	\$0.00
1716054	Spld Polic	2018DJBX0662	\$39,330.00	-\$39,330.00	\$0.00
1716054	Spld Polic	2018FUCXK046	\$0.00	\$0.00	\$0.00
1716054	Spld Polic	2019DJBX0130	\$86,470.24	-\$86,470.24	\$0.00
1716054	Spld Polic	2020DJBX0100	\$89,102.00	-\$89,102.00	\$0.00
1716054	Spld Polic	2020VDBX0369	\$298,312.87	-\$298,312.87	\$0.00

SENSITIVE BUT UNCLASSIFIED

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/5/2024

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: \$300,558.23

SUGGESTED TITLE: Ordinance Authorizing a Supplemental Appropriation for \$300,558.23 using Effectuated funds from Revenue account 077-112-POLC-EBHR-2018 in order to replenish the Connect & Protect Law Enforcement Behavioral Health Responses Grant Budget Lines with Remaining Award Fund Balance.

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

REVENUE						
	Fund	Agency	Org	Activity	Object	Amount
1	077	112	POLC	EBHR	2018	300,558.23
2						
3						
4						

EXPENDITURE

EXP ENVELOPE						
Fund	Agency	Org	Activity	Object	Amount	
1	077	112	POLC	EBHR	1232	300,558.23
2						
3						
4						

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

ASAP.GOV balance, award Detail

STAFF ANALYSIS

-Connect & Protect Law Enforcement Behavioral Health Responses Grant Project has been extended from 9/30/2024 to 9/30/2025.

-Remaining unexpended award fund balance to be allocated to Expense Line 077-112-POLC-EBHR-1232 in order to continue funding the Crisis Response Network Model and Mental Health Professionals trained in Crisis Intervention to respond to the scene where an individual is experiencing a mental health crisis.

FUNDS CHECK BY: C. Heinzl

DIRECTOR / SUPERVISOR: John Stuhel

CITY PURCHASING AGENT: _____

Date: 10/28/2024

Date: 10/28/2024

Date: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

Ramona Metzger

(Director of OBM)

10/28/2024

The information supplied on this form is not confidential information

2024-466

**AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF
ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY (ICJIA)
GRANT NO. 102501 IN THE AMOUNT OF \$2,888,405.00 FOR THE CO-
RESPONDER PROGRAMS AND AUTHORIZING A SUPPLEMENTAL
APPROPRIATION IN THE AMOUNT OF \$2,888,405.00, FOR THE
SPRINGFIELD POLICE DEPARTMENT**

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

WHEREAS, the Illinois Criminal Justice Information Authority (ICJIA) has approved Grant No. 102501 in the amount of \$2,888,405.00 for the Co-Responder Program from July 1, 2024 through June 30, 2025; and

WHEREAS, it is in the best interest of the City of Springfield to accept this grant from the Illinois Criminal Justice Information Authority; and

WHEREAS, a copy of the grant shall be located in the Office of the City Clerk and identified as Grant No. 102501; and

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount of \$2,888,405.00.

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

Section 1: That the City Council hereby accepts the Illinois Criminal Justice Information Authority (ICJIA) Grant No. 102501 in the amount of \$2,888,405.00 for the Co-Responder Program from July 1, 2024 through June 30, 2025. The Mayor is hereby authorized to execute and the City Clerk to attest acceptance of Grant No. 102501 and any documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby directed to place the grant funds in the amount of \$2,888,405.00 into revenue account 001-112-POLC-CORE-0180.

Section 3: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation in the amount of \$2,888,405.00 from revenue account 001-112-POLC-CORE-0180 into expenditure accounts as follows:

EXPENDITURE ACCOUNTS	AMOUNT
001-112-POLC-CORE-2110	\$2,777,563.00
001-112-POLC-CORE-1416	\$17,500.00
001-112-POLC-CORE-1102	\$93,342.00
Total:	\$2,888,405.00

Section 4: That this ordinance shall become effective immediately after its passage, recording by the City Clerk, and publication in pamphlet form.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____

City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 10/31/24

Office of Corporation Counsel / Date



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
City of Springfield**

The parties to this Grant Agreement (102501) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Springfield (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

[City of Springfield]

By: _____

Delrice Adams, Executive Director

Date: _____

By: _____

Misty Buscher, Mayor

GBL

Date: _____

By: _____

Ramona Metzger, Director of Office of Budget and
Management

Date: _____

By: _____

Kenneth Scarlette, Chief of Police

Date: _____

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on 7/1/2024 and expires on 6/30/2025 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed \$2,966,250.00, of which \$_____ \$0_____ are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

2.4. Award Identification Numbers. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2981 and the CSFA Name is Co-Responder Program. If applicable, the State Award Identification Number (SAIN) is 2981-53772.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and VBD7LLHA3MJ3 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 3760002037 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Pharmacy-Non-Corporate

☐ Pharmacy/Funeral Home/Cemetery Corp.

☐ Tax Exempt

- | | |
|--|---|
| ☐ Corporation (includes Not For Profit) | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Medical Corporation | ☐ P = partnership |
| ☒ Governmental Unit | ☐ C = corporation |
| ☐ Estate or Trust | |

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

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

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

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

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care,

early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

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

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

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

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

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee

certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash

Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

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

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false

statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in Exhibit E. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but

must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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

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

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

ARTICLE VIII LOBBYING

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

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

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

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney

General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

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

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in PART TWO or PART THREE. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in PART TWO or PART THREE, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS**

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

**ARTICLE XII
AUDIT REQUIREMENTS**

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

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

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

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

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) six (6) months after the end of Grantee’s audit period.

12.4. “For-Profit” Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must

be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable

documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

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

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317–200.326 to

establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery

Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

I. Program Summary

The Co-Responder program will continue to target the homeless population and bring community resources to help with mental health, substance abuse, housing, healthcare, and crime victimization. The continuation of this program will ensure individuals get the assistance and services needed while also being able to transition into their own homes. We will continue to collaborate with several organizations around the community who are experienced in dealing with this population and collaborate to make this program possible. These organizations include the Springfield Police Department (lead agency), Washington Street Mission, Solid Rock Youth Transitional Services, Memorial Behavioral Health, Soujorn, Hope Springs Supportive Housing, and School District 186. Each of these partners will participate in a shared approach to responding to victims of crime, people with substance use disorder, and behavioral health issues among the homeless population.

Participants of the program come into contact through voluntary contact with the Homeless Outreach Officer and Community Care Coordinator, calls for service where officers respond with or request a co-responder unit or through crisis incidents where dispatch sends the co-responder unit. In any of these methods, the responding officer or co-responding mental health worker builds a rapport with the individual, assess their needs and identifies the resources necessary. The responders then are able to help facilitate communication with those service providers to get the individual help. This applies whether the individual needs mental health assistance, substance abuse help, or if they have been a victim of crime. One focus of our program has been identifying the resources available, bringing those resources into our group and providing their information to our officers for referral. Often individuals don't fit into one "bucket" but need victim assistance as well as mental health, housing or substance abuse assistance.

II. Statement of the Problem (Statement of Need)

While the City of Springfield is in its second year of executing their Co-Responder Program, the homeless situation within the community is a chronic issue that continues to grow. These individuals range in age from adolescents to the elderly and require diverse programs and services to prevent further victimization. Homeless people live on the streets, in tents, cars, abandoned buildings, shelters, or transitional housing. Some may have recently lost their housing and do not have any financial or social resources to access another home. Individuals who are homeless wander around the City, panhandle, gather in public spaces, and sleep on private properties, which may lead to further victimization.

Each individual's reason for becoming homeless is different. Common personal issues that the homeless face are experiencing mental illness, health conditions, loss of employment, and aging out of foster care. Additionally, many struggle with substance abuse and domestic

violence. While Springfield has resources to provide for some of these needs, we do not have enough. There is a shortage of daytime services or locations for individuals without shelter. Not only for the population at risk but also the social workers. Co-Responders will offer space to provide the privacy needed to communicate confidently with the population served. This population must know they can share in confidence with the social worker.

III. Staffing

- The Springfield Police Department will provide the Homeless Outreach Officer to respond to crisis calls of individuals in the community. An officer who is part of the Homeless Outreach Team. He will be available to assist with more complex individuals and refer them to resources. There are 2,104 hours in a working year since he works 8 hr shifts. 631.2 hours that will be budgeted for this project.
- The Springfield Police Department will provide the Community Care Coordinator to respond to crisis calls of individuals in the community. The Community Care Coordinator works with victims of crimes and assist them with seeking services in and out of the criminal justice system. 591.8 hours that will be budgeted for this project.
- Neighborhood Police Officer Supervisor who is involved with Homeless Outreach Team. Is heavily involved with community programs and can also refer individuals to resources. He will be assisting with obtaining data for performance reports for this grant. 210.4 hours that will be budgeted for this project.
- The Springfield Police Department will provide their Grant Coordinator as the Project Manager. Will provide assistance with all coordination of project activities and management of day-to-day responsibilities. This will include monitoring activities of the sub-recipients, attending meetings, capturing data, preparing performance reports and meeting with sub-recipients when appropriate. Will work weekly up to 20 hours 52 weeks in a year times 20 hours equals 1,040 hours. Will report to Deputy Chief of Police.
- Fiscal Supervisor (not funded by this grant) will report the program's Fiscal progress to ICJIA and handle all program expenses. They will be reporting to the Deputy Chief of Police.
- Deputy Chief of Police (not funded by this grant) will oversee all program progress and sign off on grant timesheets.

EXHIBIT B

DELIVERABLES OR MILESTONES

Implementation Schedule

Task	Staff Position Responsible	Date Due
Execute signatures for grant and pass city ordinance	Project Manager/City Leaders/ICJIA staff	9/1/2024
Assist potential subawardees with completion of application documents and budgets with specifications	Project Manager	9/15/2024
Execute agreements with subawardees and pass city ordinances	Project Manager/City Leaders/ICJIA staff	10/1/2024
Re-convene with community partners and welcome new program community partners to kick off SFY25 Co-Responder Program	Project Manager	10/15/2024
Meet with co-responders and community partners	Project Manager	Monthly
Submit monthly fiscal reports to ICJIA	Fiscal Manager	15 th of each month through July 30 th 2025
Submit quarterly performance reports to ICJIA	Project Manager	Quarterly up until July 30, 2025
Purchase co-responder staff vests and uniforms	Deputy Chief of Police/Fiscal Manager	12/31/2024

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Alda Leavy-Skinner Ph.D
 Title: Strategic Project Administrator
 Address: 66 East Van Buren
 Chicago, IL 60605

GRANTEE CONTACT

Name: ___ Kalvin Gaskill
 Title: Fiscal Officer _____
 Address: ___ 300 S 7th Street
___ Springfield, IL 62701

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Alda Leavy-Skinner Ph.D
 Title: Strategic Project Administrator
 Address: 60 East Van Buren Suite 650 Chg, IL60605
62701
 Phone: 773-636-4402
 TTY#: _____
 E-mail Address: alda.leavy-skinner2@illinois.gov

GRANTEE CONTACT

Name: Bianca Clark
 Title: ___ Grant Coordinator
 Address: 300 S 7th Street Springfield, IL
 Phone: ___ 815-690-4885
 TTY #: _____
 E-mail Address: ___ Bianca.Clark@springfield.il.us

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Overall Goal: Impact 200 homeless individuals by bringing together community agencies and their resources to ensure this population is being served and gets the adequate help needed.	
Performance Measures	Performance Standards/Frequency
• Increase the number of participants involved in the Co-Responder Program	150 of participants served from July 1, 2024 - June 30, 2025
• Connecting the homeless community members with case management services	50 successful linkages to services or resources
• Form partners with agencies within the community such as behavioral health, substance use treatment, housing, and workforce providers to provide services to the homeless population	Meet 6 times to address gaps in services to the homeless community
• Increase the number of participants who are successful in accessing safe and adequate housing	10 clients that are successful in accessing housing
• Increase the number of participants who participate in life skills programs and services to prevent homelessness	30 clients linked to life skills programs and resources

EXHIBIT E

SPECIFIC CONDITIONS

1. Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.
2. Required detailed financial reporting
3. Establish prior approvals ie subcontractors, subawards.

3. SPECIFIC CONDITIONS	
ICQ Section:	05-Audit
Conditions:	Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.
Risk Explanation:	Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.
How to Fix:	Implementation of grantee's corrective action plan.
Timeframe:	When corrective action is complete.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

23. Definitions

“Youth” means an individual under 18 years of age.

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

25. Commencement of Performance.

25.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

25.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.

25.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

26. Budget Changes. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at \$50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.

27. Reporting and Evaluation Requirements.

27.1. Grantee shall submit the following reports to the Grantor:

- Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. and
- Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

27.2. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15
December 31	January 15
March 31	April 15
June 30	July 15

28. Timekeeping.

28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:

- A. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records must:
 - 1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
 - 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
 - 3. be prepared at least monthly and coincide with one or more pay periods;
 - 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
 - 5. be supplemented with daily attendance timesheets.
- B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
 - 1. include an after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
 - 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
 - 3. be supplemented with daily attendance timesheets.

28.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.

28.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.

28.4. Grantee shall submit a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours.

29. Closeout requirements. Within 30 days of the expiration date of this Agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.

30. Procurement Requirements and Requests for Proposals.

30.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550) and 2 CFR 200.318 - 327.

30.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process per 30 ILCS 500/20-20.

- For procurements of \$100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Grantee must utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

30.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.

30.4. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

31. Subcontracting.

31.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.

31.2. Grantee is required to submit a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, Sole Source Justification form, if applicable, and disclose any Conflicts of Interest to Grantor for approval prior to hiring the contractor.

31.3. As required by Grantor, Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines.

31.4. Approval of the use of subcontractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

32. Subawards.

32.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.

32.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.

32.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and

periodic financial reports to Grantee.

32.4 As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.

32.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement.

32.6 Grantee will ensure that all subawardees have an active Unique entity Identifier (UEI); have a Federal Employer ID (FEIN); are in good standing with the Illinois Secretary of State; are not on the Illinois Stop Payment List; are not on the SAM.gov Exclusion list; and are not on the Illinois Medicaid Sanctions List.

32.7 Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.

32.8 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.

32.9 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.

32.10 Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.

32.11 Grantee will make fiscal and programmatic technical assistance available to all subawards.

32.12 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.

32.13 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.

32.14 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.

33. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.

34. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip.

Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs. This section applies to costs for both staff and participants.

35. Copyrights and Patents.

35.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

35.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.

36. Management and Disposition of Equipment and Commodities.

36.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.

36.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.

36.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

36.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;
- C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

37. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a

direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be used by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

38. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements prior to receiving grant funds:

- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
- (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
- (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
- (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
- (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
- (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
- (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. 2 CFR 200.302.
- (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

Upon request, Grantor may allow Grantee to receive funds without meeting the above requirements. Such exception shall be granted in writing and Grantee shall be given no more than six (6) months after the exception to meet all requirements of this section.

39. Publications.

39.1. In addition to the requirements of Part I, Article XIX Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

39.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

39.3. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

39.4. All publications shall supplement the language required by Part I, Article XIX with the following statement:

"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily

represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

39.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

39.6 Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

40. Reporting Grant Irregularities.

40.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of Grant Funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

40.2. Grantee shall inform any sub-recipient of Grantor's Grant Funds that the sub-recipient is similarly obligated to report irregularities.

40.3. Failure to report known irregularities can result in suspension of the Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.

40.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

40.5. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

40.5. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.

40.6. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel

60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

41. Reporting Potential Fraud, Waste, or Similar Misconduct.

41.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

41.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

42. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

43. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

44. Safeguarding Constitutional Protections Related to Religion

44.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

44.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

45. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any

employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

a. In accepting this award, Grantee –

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

b. If Grantee makes subawards or contracts under this award –

i. it represents that –

1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

46. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.

47. Project Monitoring and Evaluation.

- 47.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.
- 47.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.
- 47.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.
48. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.
49. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.
50. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the Uniform Requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

51. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.
52. Grantee shall comply with the provisions of 65 ILCS 5/11-1.5 including, but not limited to:
 - 52.1 Social worker duties. As mandated by 65 ILCS 5/11-1.5-10(b), and along with the duties described in 65 ILCS 11-1.5-15 and 11-1.5-20, the unit's social workers are responsible for conducting follow-up visits for victims who may benefit from mental or behavioral health services. The unit shall utilize community resources, including services provided through the Department of Human Services and social workers in juvenile and adult investigations, to connect individuals with appropriate services.
 - 52.2 Training. As mandated by 65 ILCS 5/11-1.5-25, all unit employees shall be trained in crisis intervention and integrating communications, assessment and tactics. Integrating communications, assessment, and tactics training shall be designed for situations involving persons who are unarmed or are armed with weapons and who may be experiencing a mental health or other crisis. The training shall incorporate different skill sets into a unified training approach that emphasizes scenario-based exercises, as well as lecture and case study opportunities.
 - 52.3 Privileged or confidential communications. As mandated by 65 ILCS 5/11-1.5-30, no social worker shall be subjected to adverse employment action, the threat of adverse employment action, or any manner of discrimination because the employee is acting or has acted to protect communications as privileged or confidential pursuant to applicable provisions of State or federal law, rule, or regulation.

The remainder of this page is intentionally left blank.

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/5/2024OFFICE REQUESTING: SPDCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☐ Yes ☒ If yes, explain justification - See attached document

Allowing for this passage will assist in expediting the process for ICJIA approvals on all Sub-awardee Partners and getting the Program fully Operational as soon as possible.

FISCAL IMPACT: \$2,888,405.00

SUGGESTED TITLE: An Authorization to Accept & Execute Grant Agreement #102501 from the Illinois Criminal Justice Authority (ICJIA) in the amount of \$2,888,405.00 for the Co-Responder Program and Authorizing Supplemental Appropriation in the amount of ~~\$2,888,393.00~~ 2,888,405.00

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	001	112	POLC	CORE	0180 2,888,405.00
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2			SEE BELOW		
3					
4					

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

Application, Budget, Agreement Packet

STAFF ANALYSIS

Supplemental Appropriation for ICJIA Co-Responder Grant

001-112-POLC-CORE-2110 \$2,777,563.00

001-112-POLC-CORE-1416 \$17,500.00

001-112-POLC-CORE-1102 \$93,342.00

FUNDS CHECK BY: C. HeinzlDate: 10/28/24DIRECTOR / SUPERVISOR: John StibelDate: 10/28/24

CITY PURCHASING AGENT: _____

Date: _____

SIGN OFF: _____

(Mayor's Signature) GEN(Director of OBM) Ramona Metzger

The information supplied on this form is not confidential information.

2024-467

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD AND SPRINGFIELD AREA ART
COUNCIL FOR THE PURPOSE OF THE FIRST NIGHT AND GENERAL
OPERATIONS, IN AN AMOUNT NOT TO EXCEED \$30,000.00, FOR THE
OFFICE OF THE 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, Article VII, Chapter 37, Section 37.62, of the 1988 City of Springfield Code of Ordinances provides for financial assistance to persons, partnerships, for-profit and not-for-profit entities; and

WHEREAS, the City desires to show its support for the Springfield Area Art Council.

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

Section 1: That the City Council hereby approves financial assistance and payment in the amount of \$30,000.00 as a sponsorship to Springfield Area Art Council pursuant to provisions under Article VII, Chapter 37, Section 37.62, of the 1988 City of Springfield Code of Ordinances, as amended.

Section 2: That the Office of Budget Management is hereby authorized to make payment to the Springfield Area Arts Council in an amount not to exceed \$30,000.00 from account number 001-107-GENC-VARI-2110 to be distributed as follows:

City Arts	\$10,000.00
First Night Fireworks	\$6,000.00
Mayor's Award's for the Arts	\$5,000.00
General Operation Support	\$9,000.00
TOTAL	\$30,000.00

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____ 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date

10/29/24

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Office of the MayorCONTACT PERSON: Mike DiscoPHONE NUMBER: 217-789-220EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Sponsorship AwardFISCAL IMPACT: \$30,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND SPRINGFIELD ARTS ASSOCIATION FOR THE PURPOSE OF FIRST NIGHT AND GENERAL OPERATIONS IN AN AMOUNT NOT TO EXCEED \$30,000.00

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

CONTRACTOR / VENDOR NAME: Springfield Art Association

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 / Exception:☐ Low Bid Meeting Specs☐ Sole Source / OEM☐ Low Evaluated Bid☐ Prof Service☐ Joint Purchase

Previous Ord #'s _____

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

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
	001	107	GENC	VARI	2110	30,000.00

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND SPRINGFIELD ARTS ASSOCIATION FOR THE PURPOSE OF FIRST NIGHT AND GENERAL OPERATIONS IN AN AMOUNT NOT TO EXCEED \$30,000.00

SIGN OFF:

(Mayor's Signature)

(Director of QBM)

**AN ORDINANCE APPROVING A LEASE AGREEMENT WITH THE
SPRINGFIELD PARK DISTRICT, FOR THE OFFICE OF CORPORATION
COUNSEL**

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

WHEREAS, on September 17, 1974, the City passed a Resolution of Intent to Provide up to \$300,000.00 for a New Senior Citizens Building to Replace the White Cottage and entered into a Memorandum of Understanding ("MOA") related to the construction and use of a building on approximately three acres of Douglas n/k/a Duncan Park; and

WHEREAS, after the execution of the September 17, 1974, MOA, the District, the City, and Senior Services, agreed to an Amendment of the MOU designed to allow the City to "protect its investment" by providing funds and services for the maintenance, repair, and insurance for the Building located in Duncan Park;

WHEREAS, the City desires to continue to lease the parcel on which the Senior Citizens Building sits in Duncan Park and described in Exhibit A for a term of ten years; and

WHEREAS, the District agrees to Lease the property to the City for the sole purpose of the continued operation of a Senior Center; and

WHEREAS, the parties stipulate that this agreement describes the legal relationship between the District and the City with respect to the property to be leased.

WHEREAS, it is in the best interest of the City to approve the lease agreement with Springfield Park District as attached hereto.

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

Section 1: That the City Council hereby approves the lease agreement as attached hereto. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 10/31/24
Office of Corporation Counsel / Date

LEASE

This Lease is made this _____ day of _____, 2024, by the SPRINGFIELD PARK DISTRICT (“District” or “Lessor”) and CITY OF SPRINGFIELD (“City” or “Lessee”).

RECITALS

WHEREAS, the District is a duly authorized unit of local government organized and operating under the Constitution and laws of the State of Illinois; and

WHEREAS, the District derives its rights, power and authority from the Illinois Park District Code (70 ILCS 1205 *et seq.*); and

WHEREAS, the City is a municipal body operating under the Constitution of the State of Illinois and the laws of the state of Illinois; and

WHEREAS, under provisions of Article VII, Section 10 of the Constitution of the State of Illinois, units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any other power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, on September 17, 1974, the City passed a Resolution of Intent to Provide Up to \$300,000.00 for a New Senior Citizens Building (“Building” or “Senior Center”) to Replace the Present White Cottage; and

WHEREAS, on September 17, 1974, the District, the City, and the Senior Citizens of Sangamon County, Inc. (n/k/a Senior Services of Central Illinois)(“Senior Services”), entered into a Memorandum of Agreement (MOA) related to the construction and use of a building on approximately three (3) acres of Douglas (n/k/a Duncan) Park; and

WHEREAS, after the execution of the September 17, 1974, MOA, the District, the City, and Senior Services, agreed to an Amendment of the MOU designed to allow the City to “protect its investment” by providing funds and services for the maintenance, repair, and insurance for the Building located in Duncan Park;

WHEREAS, the City desires to continue to lease the parcel on which Building sits in Duncan Park and described in Exhibit A, which is attached and incorporated herein;

WHEREAS, the District agrees to Lease the property to the City for the sole purpose of the continued operation of a Senior Center; and

WHEREAS, the parties stipulate that this agreement describes the legal relationship between the District and the City with respect to the property to be leased.

NOW, THEREFORE, based upon the Recitals above, the parties agree as follows:

1. **Description of Leased Premises:** The District hereby leases to the City (“Lessee”) that part of the District’s land described in Exhibit A, which is attached and incorporated herein; the parcel includes the area on which the Building sits and certain parking spaces near the building;

2. **Term:** The term of the Lease is ten (10) years, beginning _____, 2024, and ending _____, 2034, unless terminated earlier as described hereinbelow.

3. **Rent:** The Lessee agrees to pay rent for the leased premises to the District at the rate of \$1.00 per year at Bunn Administrative Offices, 2500 S. 11th Street, Springfield, Illinois. Rent shall be due and paid on the _____ day of every _____ beginning _____. Lessee shall be solely responsible for any and all property taxes assessed against the property during the term of or as the result of this Lease.

4. **Lessee's Use of Property:** The Lessee may continue the use of the Leased Premises described above and in Exhibit A for the sole purpose of entering into a sublease with the Senior Citizens of Sangamon County (based on its current use). The Lessee shall not construct, install, or otherwise place any permanent or semi-permanent buildings, structures, fixtures, appliances, apparatus, equipment, or appurtenances of any kind or nature on to the property without the prior written consent of the District. The Lessor shall not be responsible for the cost or performance of any maintenance or improvement-related work to the premises (e.g., building, parking lot, fencing, signage, landscape, etc.) during the term of this Lease.

5. **General Regulations:** The Lessee: (a) shall keep all of the Leased Premises in safe and sanitary condition free from waste, trash, noxious weeds, and debris and maintain any and all improvements thereon as attractive in appearance and in good repair and shall maintain all trees and bushes situated thereon; (b) shall comply with all applicable rules, regulations, ordinances and laws and will not permit any violation thereof by anyone at the Senior Center, its guests, or any other person permitted access thereto by the Lessee or their guests; (c) may peacefully exclude the general public from the lease premises. As set forth in the Amendment to the MOA, the City will continue to be solely responsible for the maintenance of the Building (including the salaries/benefits for the workers that maintain the Building); for any and all repairs to the Building; and for insurance on the Building. See Section 16 below.

6. **Liens:** The Lessee shall not subject the District's interest in the Leased Premises to any mechanics or materialmen's liens or other lien of any kind. The Lessee shall not allow a lien or claim of any kind to be filed or claimed against the District's interests in the leased premises during the term of this Lease. If such lien is claimed or filed, the Lessee shall cause the leased premises to be released from the claim within thirty (30) days after the District is given

written notice that a claim has been filed, or within thirty (30) days after the District has been given written notice of the claim and transmits written notice of its receipt to the Lessee, whichever thirty (30) days period expires earlier. The Lessee will cause such release either by paying to the Court the amount necessary to relieve and release the Leased Premises from the claim, or in any other manner which, as a matter of law, will result, within the thirty (30) day period, in releasing the District and its title from the claim. The Lessee shall provide the District with written notice of a lien within seventy two (72) hours of its receipt of the same.

7. **Subletting**: Other than the continuation and/or renewal of the sub-lease to the Senior Citizens, the Lessee may not sublet the leased premises without written permission of the District.

8. **Preference in New Lease**: At the expiration of the Lease, the Lessee, if not in default, shall be preferred over other potential Lessees for a new Lease of the Leased Premises subject to then-existing Ordinances, regulations and/or other applicable policies.

9. **Right of Entry**: The representatives of the District shall have the right to enter upon the Leased Premises at any time for the purposes of inspecting the same, to gain access to other land, to plant and care for trees and other vegetation, and for any other reasonably necessary work. The District shall have the right to construct or cause to be constructed and to maintain and operate sewer, water and gas pipes, electric and telephone lines and pipes and lines for other services and the appurtenances on the Lease Premises.

10. **Damage**: The District shall not be liable for damage caused to any property or improvement of the Lessee (including but not limited to tree damage, water damage, vehicle damage, damage resulting from weather and/or natural disaster(s), or mine subsidence).

11. **Assignment of Lease:** Neither this Lease nor any interest herein nor in the Leased Premises shall be assigned by the Lessee, and/or receiver, trustee in bankruptcy, or other representative of the Lessee, or by operation of law, legal process or by any other means whatever, without the written consent of the District. Neither shall the Leased Premises or any part thereof be used by person other than the Lessee, its guests, and employees without such written consent. No portion of the Lease may be assigned without the consent of all Leaseholders or without the express consent of the District. No assignment shall become operative until approved in writing by the District, and the Assignee has signed an agreement assuming the obligations herein of the Lessee. The District shall not unreasonably withhold consent.

12. **Defaults:** In the event that the Lessee violates any of the terms and conditions of this Lease, and such violation continues unremedied or uncorrected for a period of thirty (30) days after the service of written notice upon the Lessee by the District specifying such violation, this Lease may be terminated at the sole option of the District upon expiration of such period of thirty (30) days. Upon termination, the District may re-enter and take possession of the Leased Premises and expel the Lessee and all other persons found on the leased premises, using such force as may be necessary, without being guilty of trespass or forcible entry or detainer, or liable for any loss or damage caused thereby, and all buildings, structures, fixtures, appliances, apparatus, equipment, or appurtenances placed on the Lease Premises shall at the option of the District become the property of the District and shall be in addition to and not exclusive of any other damages incurred by the District. To secure the payment of the rent in performance of all other obligations of the Lessee to the District, the District shall have a lien on all property owned by Lessee which is contiguous with the leased premises and also all other liens and remedies

given to the District by law. At the District's option, any lien in favor of the District may be enforced in equity or by distress, or by foreclosure sale, as permitted under Illinois law. The District may bid at any such sale without obligation to account for more than the sum bid. In case of default, Lessee is responsible for any and all reasonable attorney fees incurred by the District in enforcing the terms of this paragraph and Lease. In case of default, Lessor retains any and all rights available under law.

13. **Lease to Run with the Land:** The provisions of this Lease shall run with the land and extend to and be binding upon the legal representatives, successors, and assigns of the parties hereto.

14. **Notice:** The Lessee and any person claiming any interest under this Lease, including but not limited to the subletter, shall at all times keep his, her, or its post office address on file with the Bunn Administrative Offices, and any notice required or permitted to be given under this Lease shall be deemed for all purposes to have been properly given when such notice in writing shall have been deposited in the U.S. mail, postage prepaid, and properly addressed to such designated address, and the affidavit of the person so mailing such notice shall be *prima facie* evidence of such notice and the mailing thereof.

15. **Indemnification; Defense and Waiver of Claims by Lessee:** Lessee will defend, indemnify and hold District harmless against any and all claims, demands, causes of action, debts, suits in law or equity, government enforced actions, or any other actions, including but not limited to the recovery of attorney fees, by any person, firm, corporation or other third party to the extent arising out of or related, in any manner, to the use of the leased premises. The indemnification described herein is absolute. Further, Lessee knowingly and voluntarily waives

any and all claims of any kind or nature against the District relating to the Leased Premises. This Section 15 shall survive termination or expiration of this Lease.

16. **Insurance**: Lessee shall keep in force and effect, to the satisfaction of the District, at all times during the term of the Lease, liability insurance with bodily injury limits of not less than \$1,000,000.00 per occurrence. Lessee agrees that at any time, upon the demand of the District, and prior to the execution of this agreement, proof of such insurance coverage will be submitted to the District. At the request of the District, Lessee shall furnish certificates of insurance for the insurance coverage required herein, naming the District as an additional insured on a primary and non-contributory basis and providing that such policies may not be cancelled or amended without ten (10) days prior written notice to the District. If the policy is written on a claims-made basis, then Lessee shall purchase such additional insurance as may be necessary to provide specified coverage to the District for a period not less than five (5) years beyond this term.

17. **Parties Relationship**: Neither party hereto is the owner, partner, agent, joint venturer or otherwise of the other, and neither shall possess authority to act on behalf of the other.

18. **Entire Agreement**: This agreement constitutes the entire agreement between the parties, and it supersedes any oral or written discussions, negotiations, correspondence, terms or conditions not contained herein.

19. **Amendment**: This agreement may be modified only by a written document executed and dated by both parties.

20. **Governing Law; Forum Selection; Attorney Fees**: This agreement shall be governed by the laws of the State of Illinois without regard for its conflict of law principals. Any

dispute arising from the terms hereof shall be heard by a court of competent jurisdiction in Sangamon County, Illinois, and, in any litigation, if the District succeeds on any or all claims, the Lessee shall pay reasonable attorney fees incurred by the District with respect to litigation.

21. **Counter-parts**: The parties may execute this agreement in separate counter-parts which shall be deemed an original.

22. **Waiver**: No waiver of any term or condition hereof shall be implied from any delay or omission by either party to enforce any rights granted by the terms of this agreement or at law or in equity. No wavier shall be effective unless in writing, signed by the party, and no express waiver shall affect any default other than the one specified in such waiver and only for the time and to the extent expressly stated therein.

23. **Miscellaneous**: The headings of the paragraphs contained herein are for convenience only and do not limit or construe the contents of such paragraphs. If any clause, phrase, provision or portion of this agreement shall be deemed invalid or shall later be declared invalid, or unenforceable under any applicable law or by decision of any court of competent jurisdiction, such event shall not affect application of the remaining provisions which shall remain in full force and effect. Time is of the essence of this agreement.

SPRINGFIELD PARK DISTRICT

By: _____
Leslie Sgro, President

ATTEST:

Derek Harms, Executive Director

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Leslie Sgro as President and Derek Harms as Executive Director of Springfield Park District, an authorized unit of local government, personally known to me to be the President and Executive Director of said District, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed, sealed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act and deed of said District for the uses and purposes therein set forth.

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

Notary Public

CITY OF SPRINGFIELD

By: _____
Misty Buscher, Mayor *GEM*

ATTEST:

Its _____

STATE OF ILLINOIS
COUNTY OF SANGAMON

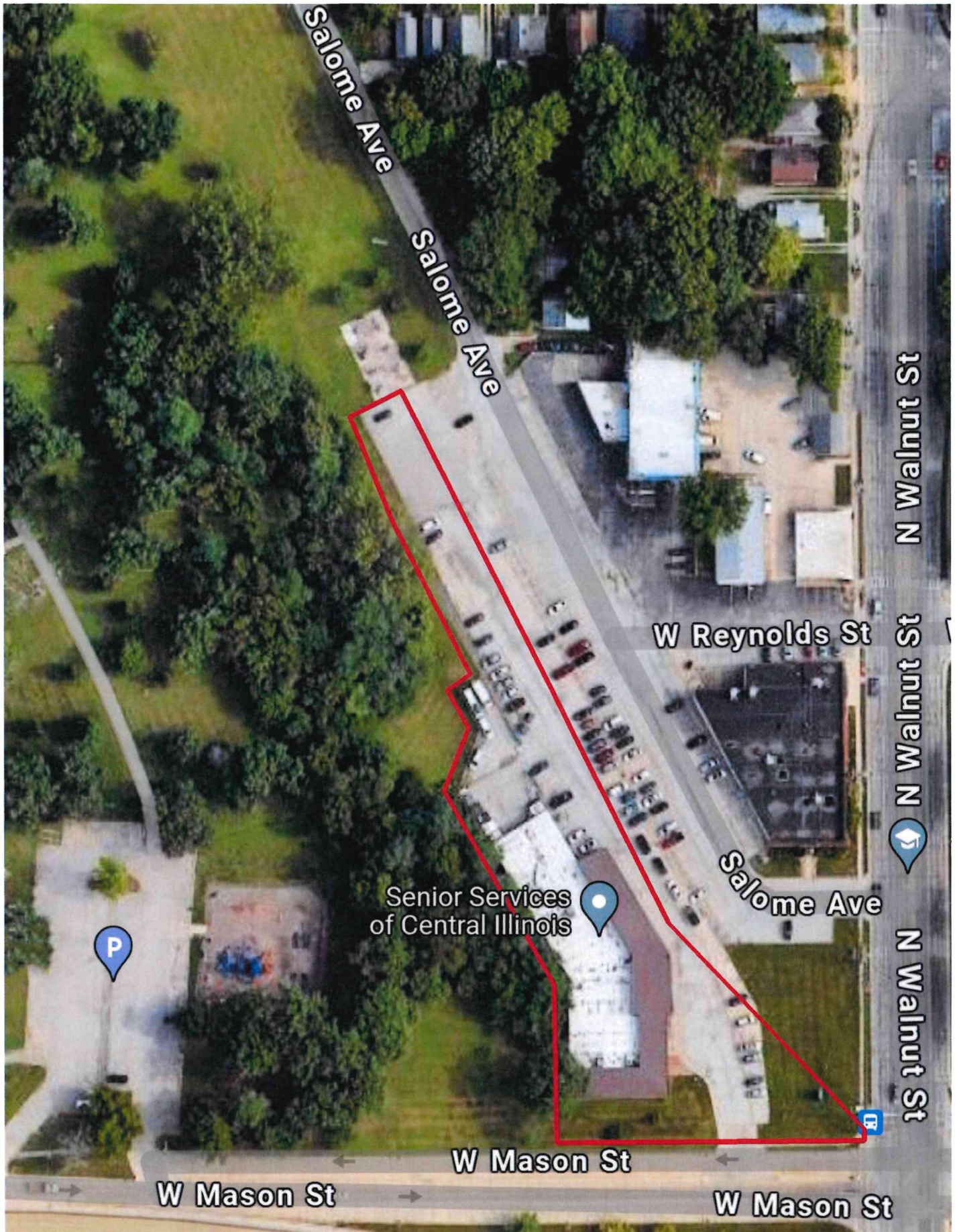
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ as _____ and as _____ of _____, a _____ corporation, personally known to me to be the _____ and of said corporation, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed, sealed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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

Notary Public

[Faint, illegible handwritten text, possibly a signature or stamp]

EXHIBIT A - LEASED PREMISES



ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

11/5/2024

OFFICE REQUESTING: Office of Corporation CounselCONTACT PERSON: Greg MoredockPHONE NUMBER: 789-2393EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Lease Agreement

FISCAL IMPACT: \$ _____

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH THE SPRINGFIELD PARK DISTRICT, FOR THE OFFICE OF CORPORATION COUNSEL

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

Lease

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope

Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Other: _____

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

City desires to continue to lease the parcel on which the Senior Citizens Building sits in Duncan Park and described in Exhibit A for a term of ten years. The District agrees to Lease the property to the City for the sole purpose of the continued operation of a Senior Center.

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

AN ORDINANCE AMENDING CHAPTERS 70, 79, 98 AND 170 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO PARKING REGULATIONS FOR MOTOR HOMES, TRAILERS, AND WATERCRAFT

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

WHEREAS, it is in the best interest of the City to amend Chapters 70, 79, 98 and 170 of the 1988 City of Springfield Code of Ordinances, as amended, pertaining to parking regulations for motor homes, trailers, and watercraft as outlined on Exhibit A.

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

Section 1: That the City Council hereby amends Chapters 70, 79, 98 and 170 of the 1988 City of Springfield Code of Ordinances, as amended, as follows:

SEE EXHIBIT A

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

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Alderwoman Lakeisha Purchase

 10/3/24
Office of Corporation Counsel / Date

EXHIBIT A

70.02. Definitions.

Trailer. Every vehicle without motive power in operation ~~other than a pole trailer~~ designed for carrying persons or property and for being drawn by a motor vehicle. A “trailer” shall include any apportionable trailer, camping trailer, house trailer, pole trailer, semitrailer, travel trailer, or utility trailer as those terms are defined by the Illinois Vehicle Code.

Motor home. A self-contained motor vehicle, mini motor home or van camper as those terms are defined by the Illinois Vehicle Code, not used commercially, designed or permanently converted to provide living quarters for recreational, camping or travel use, with direct walk through access to the living quarters from the driver's seat.

79.22. Parking trailers and motor homes outside tourist camps.

- (a) It shall be unlawful, within the limits of the city, for any person to park any trailer or motor home on any street, alley, or highway, or other public place, ~~or on any tract of land owned by any person, occupied or unoccupied,~~ within the city, except as provided in this ~~section~~ chapter.
- (b) Emergency or temporary stopping or parking is permitted on any street, alley or highway for not longer than one hour subject to any other and further prohibitions, regulations, or limitations imposed by the traffic and parking regulations or ordinances for that street, alley or highway.
- ~~(c) No person shall park or occupy any trailer on the premises of any occupied dwelling or on any lot which is not a part of the premises of any occupied dwelling, either of which is situated outside an approved tourist camp; except, the parking of only one unoccupied trailer in an accessory private garage building, or in a rear yard in any district, is permitted providing no living quarters shall be maintained or any business practiced in the trailer while such trailer is so parked or stored.~~

79.29. Time limitations for consecutive hour and day parking on public streets.

- (a) No person shall park a truck, except those licensed by the State of Illinois with a B license classification, a bus having a rated seating capacity of 20 or more passengers, farm equipment, construction equipment, trailers, or any motor home of any description or use:
 - (1) On a parkway, unless approved by the City of Springfield;
 - (2) On any public street for a period of five consecutive hours or more, except that a motor home or trailer may be parked on a public street for a period of up to 48 consecutive hours.

- (b) No person shall park, store, keep or allow to stand any vehicle not listed in paragraph (a) of this section on any public street or property owned by the City of Springfield for a period of seven consecutive days or more.
- (c) Any registered owner of a vehicle that from all appearances may be in violation of paragraph (b) of this section may be subject to the issuance of a parking notice from the Springfield Police Department. The parking notice shall inform the registered owner of the vehicle that the vehicle may be in violation of Chapter 79, § 79.29(b) of the City of Springfield Code of Ordinances. The notice shall further warn the owner that if the vehicle is not moved within seven days of the date of mailing the parking notice, the vehicle shall be towed by the police department. The notice shall be mailed to the address of the registered owner of the vehicle by regular U.S. Mail. In no case shall a vehicle be towed pursuant to a violation of paragraph (b) of this section until seven days after the mailing of a parking notice by the department.
- (d) In addition to the parking notice described in paragraph (c) of this section, all inoperable vehicles shall have an inoperable vehicle sticker firmly affixed to the left side of the rear window of the vehicle. The inoperable vehicle sticker shall specify that the vehicle must be removed from the public street within seven days of the date of the placement of the sticker or it may be towed by the department.

98.07. Parking or storing trailers and motor homes outside tourist camps.

170.17.24

It is hereby declared to constitute a nuisance and shall be unlawful, within the limits of the city, for any person to park any trailer or motor home on any tract of land owned by any person, occupied or unoccupied, within the city, except as provided in this section.

No person shall park or occupy any trailer or motor home on the premises of any occupied dwelling or on any lot which is not a part of the premises of any occupied dwelling, either of which is situated outside an approved tourist camp; except, the parking of only one unoccupied trailer or motor home in an accessory private garage building, or in a rear yard on a paved surface in any zoning district, is permitted provided that no living quarters shall be maintained or any business practiced in the trailer or motor home while such trailer is so parked or stored.

170.17.30. Inoperable ~~motor~~ vehicles and watercrafts.

- (a) Any inoperable motor vehicle or watercraft, on private property and in view of the general public, is declared to be a nuisance. For the purposes of this section, a “vehicle” shall include any motor vehicle, trailer, all-terrain vehicle, or golf cart as those terms are defined by the City Code or Illinois Vehicle Code. Also for the purposes of this section, a “watercraft” shall include a boat or any other vessel used or capable of being used as a means of transportation on water.
- (b) Whenever a vehicle or watercraft has remained stationary for a period of 30 days, or when weeds or brush around or under the vehicle or watercraft have grown to a height in excess of ~~one foot~~ ten inches, the presumption is created that the vehicle or watercraft is inoperable, but that presumption may be rebutted.
- (c) Any violation of subsection (a) or (b) above shall be abated within ~~11~~ 7 calendar days ~~after the date of the ordinance violation ticket, or seven days after personal delivery of the~~

~~ordinance violation ticket~~ from the date of violation. The owner of the property, or the titleholder of record of the property, is ultimately responsible for an inoperable vehicle or watercraft on his or her property.

- (d) The Springfield Police Department is authorized to remove or cause to be removed any vehicles or watercrafts found to be in violation of subsection (a) or (b) above that is not abated within the applicable time specified in subsection (c) above.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 11/5/2024

OFFICE REQUESTING: Alderwoman Lakeisha Purchase

CONTACT PERSON: Lakeisha Purchase

PHONE NUMBER: 789-2151

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

TYPE OF ORDINANCE: City Code Amendment

FISCAL IMPACT: \$

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING CHAPTERS 70, 79, 98 AND 170, OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO RV TRAILERS AND BOAT PARKING

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

Exhibit A

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope

Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid

☐ Other: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☒ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☒ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

THIS ORDINANCE WILL AMEND CHAPTERS 70, 79, 98 AND 170, OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO RV TRAILERS AND BOAT PARKING.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)