2024-498

No. GFO-375

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE25-10-37 – RENTAL OF HEAVY EQUIPMENT WITH ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLC, C AND C PUMPS AND SUPPLY, INC., HERC RENTALS INC., AND ROLAND MACHINERY COMPANY FOR A TOTAL MAXIMUM AMOUNT NOT TO EXCEED $425,000.00 FOR THE OFFICE OF PUBLIC UTILITIES AND THE OFFICE OF PUBLIC WORKS

WHEREAS, by the previous action, the Specifications Committee approved specifications for Contract UE25-10-37 – Rental of Heavy Equipment for the Office of Public Utilities and Office of Public Works, and

WHEREAS, as described in said specifications, the advertisement for bids for Contract UE25-10-37 was placed, and

WHEREAS, Alta Construction Equipment Illinois LLC, C and C Pumps and Supply, Inc., Herc Rentals Inc., and Roland Machinery Company, submitted responsive bids, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE25-10-37.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bids from Alta Construction Equipment Illinois LLC, C and C Pumps and Supply, Inc., Herc Rentals Inc., Roland Machinery Company, and Sunbelt Rentals, Inc., for Contract UE25-10-37 – Rental of Heavy Equipment in an amount not to exceed Three Hundred Fifty Thousand Dollars and No Cents ($350,000.00) for the Office of Public Utilities and Seventy-Five Thousand Dollars and No Cents ($75,000.00) for the Office of Public Works.

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

Section 3. The payment to Alta Construction Equipment Illinois LLC, C and C Pumps and Supply, Inc., Herc Rentals Inc., Roland Machinery Company, and Sunbelt Rentals, Inc., for the total maximum amount of Four Hundred Twenty-Five Thousand Dollars and No Cents ($425,000.00) from Account Nos. 102-100-CABF-7721-1210, 102-100-CBB-7778-1210, 102-100-CAA-7711-1205, 102-100-CAA-7717-1205 ($350,000.00), and 001-110-WORK-GARA-1210 ($75,000.00) 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:

11/25/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

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Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME:	Alta Construction Equipment Illinois LLC, C and C Pumps and Supply, Inc., Herc Rentals Inc., and Roland Machinery Company
CONTRACT AMOUNT:	$425,000 total
TYPE OF AWARD:	All Bids / UE25-10-37

PRIOR ORDINANCE INFORMATION:

Previous Contract: Ord. 539-12-23, UE23-10-69, 364-10-2020, UE21-08-32, Altorfer, Inc., C and C Pumps and Supply, Inc., Herc Rentals Inc., Roland Machinery Company, and Sunbelt Rentals, Inc., 1 yr. $425,000.00 ($350k CWLP / $75k PW)

INFORMATION:

This Ordinance accepts Contract UE25-10-37 in an amount not to exceed $425,000.00 with Alta Construction Equipment Illinois LLC, C and C Pumps and Supply, Inc., Herc Rentals Inc., and Roland Machinery Company.

Throughout the year, the Office of Public Utilities must clean out various power plant and filter plant settling ponds and continue the operation of the ash ponds and landfill. The work sometimes requires special equipment that the Utility does not own. It is necessary to rent this equipment to accomplish the objectives efficiently. Rentals will occur on an as-needed basis. CWLP is requesting $350,000.00 for the Utilities' portion of the said contract.

Public Works is also being added to this Ordinance to utilize the pricing of these rentals. On occasion, Public Works needs to supplement its equipment fleet to complete various tasks on City rights-of-way, including sewer repairs, inlet repair and replacement, excavation and grading, pavement removal, and other functions as required. Public Works is requesting $75,000.00 for their portion of the said contract.

There were four bidders on this contract. The contract is being awarded to all vendors.

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HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/14/2024

	C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.
	Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL
I. EXCAVATORS				
Equipment Type/Model				
CAT 325CL 60' reach or Equivalent				
RENT				
Daily	NO BID	$ 1,680.00	$ 2,460.00	NO BID
Weekly	NO BID	$ 3,990.00	$ 4,920.00	NO BID
Monthly	NO BID	$ 11,000.00	$ 14,760.00	NO BID
Three Months	NO BID	$ 36,990.00	$ 44,280.00	NO BID
Six Months	NO BID	$ 73,980.00	$ 88,560.00	NO BID
Equipment Type/Model				
CAT 325CL (35ft) or Equivalent				
RENT				
Daily	NO BID	$ 1,680.00	$ 1,542.50	$ 792.00
Weekly	NO BID	$ 3,990.00	$ 3,085.00	$ 1,980.00
Monthly	NO BID	$ 11,000.00	$ 9,250.00	$ 5,536.00
Three Months	NO BID	$ 36,990.00	$ 27,750.00	$ 16,608.00
Six Months	NO BID	$ 73,980.00	$ 55,500.00	$ 33,216.00
Equipment Type/Model				
CAT Model 330CL or Equivalent				
RENT				
Daily	NO BID	$ 1,680.00	$ 2,024.00	$ 1,332.00
Weekly	NO BID	$ 3,990.00	$ 4,048.00	$ 3,592.00
Monthly	NO BID	$ 11,000.00	$ 12,145.00	$ 9,308.00
Three Months	NO BID	$ 36,990.00	$ 36,435.00	$ 27,924.00
Six Months	NO BID	$ 73,980.00	$ 72,870.00	$ 55,848.00

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HEAVY EQUIPMENT RENTAL

		C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.			
		Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL			
II. WHEEL LOADER								
Equipment Type/Model								
Caterpillar Model 966H or Equiv.								
RENT								
Daily		NO BID	NO BID	$ 2,033.50	$ 1,288.00			
Weekly		NO BID	NO BID	$ 4,067.00	$ 3,220.00			
Monthly		NO BID	NO BID	$ 12,200.00	$ 9,016.00			
Three Months		NO BID	NO BID	$ 36,600.00	$ 27,048.00			
Six Months		NO BID	NO BID	$ 73,200.00	$ 54,096.00			
III. RUBBER TIRE BACK HOE								
Equipment Type/Model								
CAT 420F2/420F2 IT or Equiv.								
RENT								
Daily		NO BID	$ 400.00	NO BID	$ 316.00			
Weekly		NO BID	$ 1,045.00	NO BID	$ 868.00			
Monthly		NO BID	$ 2,375.00	NO BID	$ 2,208.00			
Three Months		NO BID	$ 8,170.00	NO BID	$ 6,624.00			
Six Months		NO BID	$ 16,340.00	NO BID	$ 13,248.00			

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		C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.			
		Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL			
IV. CRAWLERS								
Equipment Type/Model								
Cat D4G LGP or Equivalent								
RENT								
Daily		NO BID	$ 1,150.00	$ 927.50	$ 564.00			
Weekly		NO BID	$ 2,945.00	$ 1,855.00	$ 1,556.00			
Monthly		NO BID	$ 7,100.00	$ 5,560.00	$ 3,944.00			
Three Months		NO BID	$ 24,245.00	$ 16,680.00	$ 11,832.00			
Six Months		NO BID	$ 48,490.00	$ 33,360.00	$ 23,664.00			
Equipment Type/Model								
Cat D5G LGP or Equivalent								
RENT								
Daily		NO BID	$ 1,250.00	$ 1,320.00	$ 756.00			
Weekly		NO BID	$ 3,385.00	$ 2,640.00	$ 1,888.00			
Monthly		NO BID	$ 9,100.00	$ 7,920.00	$ 5,280.00			
Three Months		NO BID	$ 30,685.00	$ 23,760.00	$ 15,840.00			
Six Months		NO BID	$ 61,370.00	$ 47,520.00	$ 31,680.00			
Equipment Type/Model								
Cat D6N LGP or Equivalent								
RENT								
Daily		NO BID	NO BID	$ 1,507.00	$ 880.00			
Weekly		NO BID	NO BID	$ 3,014.00	$ 2,192.00			
Monthly		NO BID	NO BID	$ 9,042.00	$ 6,136.00			
Three Months		NO BID	NO BID	$ 27,126.00	$ 18,408.00			
Six Months		NO BID	NO BID	$ 54,252.00	$ 36,816.00			

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		C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.			
		Marion, IL	**Chicago, IL**	**Springfield, IL**	**Bloomington, IL**			
IV. TRACK TYPE LOADER								
Equipment Type/Model								
CAT 963C or equivalent								
RENT								
Daily		NO BID	NO BID	NO BID	NO BID			
Weekly		NO BID	NO BID	NO BID	NO BID			
Monthly		NO BID	NO BID	NO BID	NO BID			
Three Months		NO BID	NO BID	NO BID	NO BID			
Six Months		NO BID	NO BID	NO BID	NO BID			

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HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
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	C & C Pumps Marion, IL	Herc Rentals Chicago, IL	Roland Mach. Springfield, IL	Alta Const. Eq. Bloomington, IL
V. DRY PRIMING TRASH DUMPS				
Equipment Type/Model				
6" Diesel Portable Trash Pump				
RENT				
Daily	$ 646.00	$ 294.00	NO BID	NO BID
Weekly	$ 1,268.00	$ 825.00	NO BID	NO BID
Monthly	$ 3,135.00	$ 2,175.00	NO BID	NO BID
Three Months	$ 8,735.00	$ 7,350.00	NO BID	NO BID
Six Months	$ 17,135.00	$ 14,700.00	NO BID	NO BID
V. DRY PRIMING TRASH DUMPS				
Equipment Type/Model				
12" Diesel Portable Trash Pump				
RENT				
Daily	$ 2,827.00	$ 525.00	NO BID	NO BID
Weekly	$ 3,901.00	$ 1,545.00	NO BID	NO BID
Monthly	$ 7,123.00	$ 4,000.00	NO BID	NO BID
Three Months	$ 16,789.00	$ 13,545.00	NO BID	NO BID
Six Months	$ 31,288.00	$ 27,090.00	NO BID	NO BID
VI. ELETRIC SUBMERSIBLE PUMPS ALL 220/480/ VOLT 3 PHASE				
Equipment Type/Model				
4"Submersible High Head Electric Pump				
RENT				
Daily	$ 600.00	$ 130.00	NO BID	NO BID
Weekly	$ 1,200.00	$ 315.00	NO BID	NO BID
Monthly	$ 2,985.00	$ 815.00	NO BID	NO BID
Three Months	$ 8,355.00	$ 2,760.00	NO BID	NO BID
Six Months	$ 16,410.00	$ 5,520.00	NO BID	NO BID

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ELECTRIC PRODUCTION
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	C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.
	Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL
VI. ELETRIC SUBMERSIBLE PUMPS ALL 220/480/ VOLT 3 PHASE				
Equipment Type/Model				
6"Submersible High Head Electric Pump				
RENT				
Daily	$ 600.00	$ 220.00	NO BID	NO BID
Weekly	$ 1,200.00	$ 550.00	NO BID	NO BID
Monthly	$ 2,985.00	$ 1,420.00	NO BID	NO BID
Three Months	$ 8,355.00	$ 4,810.00	NO BID	NO BID
Six Months	$ 16,410.00	$ 9,620.00	NO BID	NO BID
VI. ELETRIC SUBMERSIBLE PUMPS ALL 220/480/ VOLT 3 PHASE				
Equipment Type/Model				
8"Submersible High Head Electric				
RENT				
Daily	$ 706.00	$ 467.00	NO BID	NO BID
Weekly	$ 1,518.00	$ 1,030.00	NO BID	NO BID
Monthly	$ 3,954.00	$ 2,590.00	NO BID	NO BID
Three Months	$ 11,262.00	$ 8,800.00	NO BID	NO BID
Six Months	$ 22,224.00	$ 17,600.00	NO BID	NO BID
VI. ELETRIC SUBMERSIBLE PUMPS ALL 220/480/ VOLT 3 PHASE				
Equipment Type/Model				
10"Submersible High Head Electric Pump				
RENT				
Daily	NO BID	$ 519.00	NO BID	NO BID
Weekly	NO BID	$ 1,440.00	NO BID	NO BID
Monthly	NO BID	$ 4,070.00	NO BID	NO BID
Three Months	NO BID	$ 13,650.00	NO BID	NO BID
Six Months	NO BID	$ 27,300.00	NO BID	NO BID

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		C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.			
		Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL			
VII. FORK LIFTS								
Equipment Type/Model								
JCB 507-42 (6K-7K 42' Cab Shooting Boom) or equiv.								
RENT								
Daily		NO BID	$ 450.00	NO BID	NO BID			
Weekly		NO BID	$ 1,085.00	NO BID	NO BID			
Monthly		NO BID	$ 2,495.00	NO BID	NO BID			
Three Months		NO BID	$ 8,570.00	NO BID	NO BID			
Six Months		NO BID	$ 17,140.00	NO BID	NO BID			
Equipment Type/Model								
JLG G5-18A (5,500 lb 19' Cab Shoot. Boom) or eqiv.								
RENT								
Daily		NO BID	$ 390.00	NO BID	NO BID			
Weekly		NO BID	$ 1,000.00	NO BID	NO BID			
Monthly		NO BID	$ 2,150.00	NO BID	NO BID			
Three Months		NO BID	$ 7,450.00	NO BID	NO BID			
Six Months		NO BID	$ 14,900.00	NO BID	NO BID			
Equipment Type/Model								
Komatsu FG25T-16								
RENT								
Daily		NO BID	$ 220.00	NO BID	NO BID			
Weekly		NO BID	$ 550.00	NO BID	NO BID			
Monthly		NO BID	$ 1,250.00	NO BID	NO BID			
Three Months		NO BID	$ 4,300.00	NO BID	NO BID			
Six Months		NO BID	$ 8,600.00	NO BID	NO BID			

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	C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.			
	Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL			
VII. FORK LIFTS							
Equipment Type/Model							
Mitsubishi FG25NGLP (Propane) or Equiv.							
RENT							
Daily	NO BID	$ 255.00	NO BID	NO BID			
Weekly	NO BID	$ 605.00	NO BID	NO BID			
Monthly	NO BID	$ 1,395.00	NO BID	NO BID			
Three Months	NO BID	$ 4,790.00	NO BID	NO BID			
Six Months	NO BID	$ 9,580.00	NO BID	NO BID			
Equipment Type/Model							
Mitsubishi FD70E or Equiv.							
RENT							
Daily	NO BID	$ 655.00	NO BID	NO BID			
Weekly	NO BID	$ 1,600.00	NO BID	NO BID			
Monthly	NO BID	$ 3,570.00	NO BID	NO BID			
Three Months	NO BID	$ 12,310.00	NO BID	NO BID			
Six Months	NO BID	$ 24,620.00	NO BID	NO BID			

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	C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.			
	Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL			
VIII. Work Platforms							
Equipment Type/Model							
JLG 1930ES Electric Scissor Lift or Equiv.							
RENT							
Daily	NO BID	$ 125.00	NO BID	$ 116.00			
Weekly	NO BID	$ 250.00	NO BID	$ 232.00			
Monthly	NO BID	$ 425.00	NO BID	$ 412.00			
Three Months	NO BID	$ 1,525.00	NO BID	$ 1,236.00			
Six Months	NO BID	$ 3,050.00	NO BID	$ 2,472.00			
Skyjack III 4626 Electric Scissor Lift or Equiv.							
RENT							
Daily	NO BID	$ 170.00	NO BID	$ 148.00			
Weekly	NO BID	$ 350.00	NO BID	$ 288.00			
Monthly	NO BID	$ 695.00	NO BID	$ 580.00			
Three Months	NO BID	$ 2,435.00	NO BID	$ 1,740.00			
Six Months	NO BID	$ 4,870.00	NO BID	$ 3,480.00			
JLG E400AJP Electric boom Lift or Equiv.							
RENT							
Daily	NO BID	$ 370.00	NO BID	NO BID			
Weekly	NO BID	$ 815.00	NO BID	NO BID			
Monthly	NO BID	$ 1,945.00	NO BID	NO BID			
Three Months	NO BID	$ 6,650.00	NO BID	NO BID			
Six Months	NO BID	$ 13,300.00	NO BID	NO BID			
JLG E600AJP Electric boom Lift or Equiv.							
RENT							
Daily	NO BID	NO BID	NO BID	NO BID			
Weekly	NO BID	NO BID	NO BID	NO BID			
Monthly	NO BID	NO BID	NO BID	NO BID			
Three Months	NO BID	NO BID	NO BID	NO BID			
Six Months	NO BID	NO BID	NO BID	NO BID			

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HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
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	C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.
	Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL
VIII. Work Platforms				
Equipment Type/Model				
JLG 600S Diesel Powered Boom Lift or Equiv.				
RENT				
Daily	NO BID	$ 465.00	NO BID	$ 384.00
Weekly	NO BID	$ 1,050.00	NO BID	$ 952.00
Monthly	NO BID	$ 2,550.00	NO BID	$ 2,420.00
Three Months	NO BID	$ 8,700.00	NO BID	$ 7,260.00
Six Months	NO BID	$ 17,400.00	NO BID	$ 14,520.00
JLG 800S Diesel Powered Boom Lift or Equiv.				
RENT				
Daily	NO BID	$ 850.00	NO BID	$ 652.00
Weekly	NO BID	$ 1,930.00	NO BID	$ 1,628.00
Monthly	NO BID	$ 4,250.00	NO BID	$ 3,932.00
Three Months	NO BID	$ 14,680.00	NO BID	$ 11,796.00
Six Months	NO BID	$ 29,360.00	NO BID	$ 23,592.00
JLG 1200S Diesel Powered Boom Lift or Equiv.				
RENT				
Daily	NO BID	$ 1,525.00	NO BID	$ 1,152.00
Weekly	NO BID	$ 3,650.00	NO BID	$ 2,880.00
Monthly	NO BID	$ 8,100.00	NO BID	$ 8,056.00
Three Months	NO BID	$ 27,950.00	NO BID	$ 24,168.00
Six Months	NO BID	$ 55,900.00	NO BID	$ 48,336.00

HEAVY EQUIPMENT RENTAL

		C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.			
		Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL			
IX. Air Compressors								
Equipment Type/Model								
Diesel, 1,600 CFM, 150 psi or Equiv.								
RENT								
Daily		NO BID	$ 1,250.00	NO BID	$ 1,088.00			
Weekly		NO BID	$ 3,070.00	NO BID	$ 2,716.00			
Monthly		NO BID	$ 7,912.00	NO BID	$ 7,600.00			
Three Months		NO BID	$ 26,806.00	NO BID	$ 22,800.00			
Six Months		NO BID	$ 53,612.00	NO BID	$ 45,600.00			
Equipment Type/Model								
Diesel, Instrument Quality, 160-190 CFM, 120 psi or Equiv.								
RENT								
Daily		NO BID	$ 155.00	$ 125.00	$ 184.00			
Weekly		NO BID	$ 330.00	$ 250.00	$ 456.00			
Monthly		NO BID	$ 775.00	$ 750.00	$ 1,272.00			
Three Months		NO BID	$ 2,655.00	$ 2,250.00	$ 3,816.00			
Six Months		NO BID	$ 5,310.00	$ 4,500.00	$ 7,632.00			
Equipment Type/Model								
Electric, 440 CFM, 140 psi or Equiv.								
RENT								
Daily		NO BID	NO BID	$ 330.00	NO BID			
Weekly		NO BID	NO BID	$ 660.00	NO BID			
Monthly		NO BID	NO BID	$ 1,980.00	NO BID			
Three Months		NO BID	NO BID	$ 5,940.00	NO BID			
Six Months		NO BID	NO BID	$ 11,880.00	NO BID			

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		C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.			
		Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL			
X. Trucks								
Equipment Type/Model								
Water Tanker, Diesel or Gasoline Powered, 2,000 Gallon Tank								
RENT								
Daily		NO BID	$ 560.00	NO BID	$ 476.00			
Weekly		NO BID	$ 1,680.00	NO BID	$ 1,184.00			
Monthly		NO BID	$ 3,225.00	NO BID	$ 3,308.00			
Three Months		NO BID	$ 11,355.00	NO BID	$ 9,924.00			
Six Months		NO BID	$ 22,710.00	NO BID	$ 19,848.00			
Equipment Type/Model								
Water Tanker, Diesel or Gasoline Powered, 4,000 Gallon Tank								
RENT								
Daily		NO BID	$ 700.00	NO BID	$ 596.00			
Weekly		NO BID	$ 2,210.00	$ 4,770.00	$ 1,484.00			
Monthly		NO BID	$ 4,995.00	$ 14,310.00	$ 4,156.00			
Three Months		NO BID	$ 17,195.00	$ 44,310.00	$ 12,468.00			
Six Months		NO BID	$ 34,390.00	$ 88,620.00	$ 24,936.00			

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ELECTRIC PRODUCTION
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		C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.			
		Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL			
I.MINI EXCAVATORS								
Equipment Type/Model								
Bobcat E26 or equivalent								
RENT								
Daily		NO BID	$ 335.00	$ 408.50	$ 364.00			
Weekly		NO BID	$ 865.00	$ 817.00	$ 908.00			
Monthly		NO BID	$ 1,850.00	$ 2,450.00	$ 2,536.00			
Three Months		NO BID	$ 6,415.00	$ 7,350.00	$ 7,608.00			
Six Months		NO BID	$ 12,830.00	$ 14,700.00	$ 15,216.00			
Equipment Type/Model								
Bobcat E50 or equivalent								
RENT								
Daily		NO BID	$ 395.00	$ 469.00	$ 480.00			
Weekly		NO BID	$ 1,060.00	$ 938.00	$ 1,200.00			
Monthly		NO BID	$ 2,695.00	$ 2,815.00	$ 3,352.00			
Three Months		NO BID	$ 9,145.00	$ 8,445.00	$ 10,056.00			
Six Months		NO BID	$ 18,290.00	$ 16,890.00	$ 20,112.00			
Equipment Type/Model								
John Deere 75D or equiv.								
RENT								
Daily		NO BID	NO BID	$ 690.00	$ 556.00			
Weekly		NO BID	NO BID	$ 1,380.00	$ 1,376.00			
Monthly		NO BID	NO BID	$ 4,140.00	$ 3,852.00			
Three Months		NO BID	NO BID	$ 12,420.00	$ 11,556.00			
Six Months		NO BID	NO BID	$ 24,840.00	$ 23,112.00			

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11/14/2024

HEAVY EQUIPMENT RENTAL

		C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.			
		Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL			
II.Skid Steer-Track Loader								
Equipment Type/Model								
Bobcat T590 or Equivalent								
RENT								
Daily		NO BID	$ 380.00	NO BID	NO BID			
Weekly		NO BID	$ 990.00	NO BID	NO BID			
Monthly		NO BID	$ 2,525.00	NO BID	NO BID			
Three Months		NO BID	$ 8,565.00	NO BID	NO BID			
Six Months		NO BID	$ 17,130.00	NO BID	NO BID			
III. Trencher with Backhoe								
Equipment Type/Model								
Vermeer RT650 or Equivalent								
RENT								
Daily		NO BID	$ 425.00	NO BID	NO BID			
Weekly		NO BID	$ 1,080.00	NO BID	NO BID			
Monthly		NO BID	$ 2,345.00	NO BID	NO BID			
Three Months		NO BID	$ 8,115.00	NO BID	NO BID			
Six Months		NO BID	$ 16,230.00	NO BID	NO BID			
IV. Boring Machine with Trailer Mixer and Locator								
Equipment Type/Model								
Vermeer D20x22 or Equivalent								
RENT								
Daily		NO BID	NO BID	NO BID	NO BID			
Weekly		NO BID	NO BID	NO BID	NO BID			
Monthly		NO BID	NO BID	NO BID	NO BID			
Three Months		NO BID	NO BID	NO BID	NO BID			
Six Months		NO BID	NO BID	NO BID	NO BID			

2024-498

HEAVY EQUIPMENT RENTAL

	C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.			
	Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL			
V. Trucks							
Equipment Type/Model							
Digger Derrick, Sheave Height 47 Feet							
RENT							
Daily	NO BID	NO BID	NO BID	NO BID			
Weekly	NO BID	NO BID	NO BID	NO BID			
Monthly	NO BID	NO BID	NO BID	NO BID			
Three Months	NO BID	NO BID	NO BID	NO BID			
Six Months	NO BID	NO BID	NO BID	NO BID			
Digger Derrick, Sheave Height 50 Feet							
RENT							
Daily	NO BID	NO BID	NO BID	NO BID			
Weekly	NO BID	NO BID	NO BID	NO BID			
Monthly	NO BID	NO BID	NO BID	NO BID			
Three Months	NO BID	NO BID	NO BID	NO BID			
Six Months	NO BID	NO BID	NO BID	NO BID			
Digger Derrick, Sheave Height 55 Feet							
RENT							
Daily	NO BID	NO BID	NO BID	NO BID			
Weekly	NO BID	NO BID	NO BID	NO BID			
Monthly	NO BID	NO BID	NO BID	NO BID			
Three Months	NO BID	NO BID	NO BID	NO BID			
Six Months	NO BID	NO BID	NO BID	NO BID			

2024-498

CONTRACT NUMBER
UE25-10-37

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/14/2024

		C & C Pumps	Herc Rentals	Roland Mach.	Alta Const. Eq.			
		Marion, IL	Chicago, IL	Springfield, IL	Bloomington, IL			
V. Trucks								
Equipment Type/Model								
Bucket Truck, 35'-45' Reach								
RENT								
Daily		NO BID	$ 650.00	NO BID	NO BID			
Weekly		NO BID	$ 1,900.00	NO BID	NO BID			
Monthly		NO BID	$ 5,200.00	NO BID	NO BID			
Three Months		NO BID	$ 17,500.00	NO BID	NO BID			
Six Months		NO BID	$ 35,000.00	NO BID	NO BID			
Bucket Truck, 55'-65' Reach								
RENT								
Daily		NO BID	NO BID	NO BID	NO BID			
Weekly		NO BID	NO BID	NO BID	NO BID			
Monthly		NO BID	NO BID	NO BID	NO BID			
Three Months		NO BID	NO BID	NO BID	NO BID			
Six Months		NO BID	NO BID	NO BID	NO BID			
Bucket Truck, 75'-95' Reach								
RENT								
Daily		NO BID	NO BID	NO BID	NO BID			
Weekly		NO BID	NO BID	NO BID	NO BID			
Monthly		NO BID	NO BID	NO BID	NO BID			
Three Months		NO BID	NO BID	NO BID	NO BID			
Six Months		NO BID	NO BID	NO BID	NO BID			
Bucket Truck, 100'-125' Reach								
RENT								
Daily		NO BID	NO BID	NO BID	NO BID			
Weekly		NO BID	NO BID	NO BID	NO BID			
Monthly		NO BID	NO BID	NO BID	NO BID			
Three Months		NO BID	NO BID	NO BID	NO BID			
Six Months		NO BID	NO BID	NO BID	NO BID			

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

COMMODITIES

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

Date: **October 15, 2024**
Fax: 217·789·2207

Contract Index No: **UE25-10-37**
Contract Name: **Rental of Heavy Equipment**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: **2:00 P.M. Central Time USA Thursday, November 7, 2024**

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

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

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

Name of Vendor: ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLC

Contact Name: CHRIS MAZZONI

Vendor Address: 1035 WYLIE DR. BLOOMINGTON, IL. 61705

Vendor E-Mail: CHRIS.MAZZONI@ALTG.COM

Phone: 630 816-5001 **Fax:** NA

2024-498

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

COMMODITIES

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

Date: **October 15, 2024**
Fax: 217·789·2207

Contract Index No: **UE25-10-37**
Contract Name: **Rental of Heavy Equipment**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: **2:00 P.M. Central Time USA Thursday, November 7, 2024**

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

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

Name of Vendor: C and C Pumps & Supply

Contact Name: Steve Migas

Vendor Address: 13085 Route 37, Marion, IL 62959

Vendor E-Mail: steam@candcpumps.com

Phone: 618-997-2311 **Fax:** 618-997-2312

2024-498

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

COMMODITIES

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

Date: **October 15, 2024**
Fax: 217·789·2207

Contract Index No: **UE25-10-37**
Contract Name: **Rental of Heavy Equipment**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: **2:00 P.M. Central Time USA Thursday, November 7, 2024**

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

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

Name of Vendor: Herc Rentals Inc.

Contact Name: Mark Jaskowiak

Vendor Address: 4039 S Peoria St. Chicago, IL 60609

Vendor E-Mail: hercbids@hercrentals.com Mark.Jaskowiak@hercrentals.com

Phone: 312-439-9412 **Fax:** ______________

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

COMMODITIES

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

Date: **October 15, 2024**
Fax: 217·789·2207

Contract Index No: **UE25-10-37**
Contract Name: **Rental of Heavy Equipment**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: **2:00 P.M. Central Time USA Thursday, November 7, 2024**

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

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

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

Name of Vendor: ROLAND MACHINERY COMPANY

Contact Name: CHRIS INGRAM

Vendor Address: 816 North Dirksen Parkway Springfield, IL 62702

Vendor E-Mail: cingram@rolandmachinery.com

Phone: 217-789-7711 **Fax:** 217-744-7314

2024-498

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/3/24

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: 425,000.00 - total combined

SUGGESTED TITLE: Accepting & authorize bid / bid # & title / item(s) / vendors / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: 4 Vendors - see below

VENDOR NO:

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

CONTRACT AMOUNT: See above (Original amount if change order) - **Change Order #** - **Additional Amount**

Method of Purchase (check one)

☐ **Low Bid**
☐ **Low Bid Meeting Specs**
☐ **Low Evaluated Bid**
☑ **Other:** All Bids
☐ **Exception:**
Code Provision:

Previous Ord #'s Last contract's ord.: 539-12-23

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	See	below				
2						
3						
4						

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

Internal documents / bid tab

STAFF ANALYSIS

Annual ordinance to approve bids for rental of heavy equipment for CWLP and Public Works

Vendors:
Alta Construction Equipment Illinois LLC,
C and C Pumps and Supply, Inc., (CCPS)
Herc Rentals Inc., and
Roland Machinery Company

Accounts:
102-100-CABF-7721-1210 $200,000
102-100-CBB-7778-1210 $ 50,000
102-100-CAA-7711-1205 $ 50,000
102-100-CAA-7717-1205 $ 50,000
$350,000 CWLP

001-110-WORK-GARA-1210 $ 75,000.00 Public Works

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2024.11.21 09:22:13 -06'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.11.13 13:51:01 -06'00' **Date:**

Scott Rogers

CITY PURCHASING AGENT: J Michael Lesko **Date:** 11/21/2024

SIGN OFF: (Mayor's Signature)

Ramona Metzger
(Director of OBM)

The information supplied on this form is not confidential information.

2024-498

2024-499

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE25-10-39 – SPECTRALOGIC TAPE LIBRARY UPGRADE WITH MATRIX SYSTEMS GROUP, INC. IN AN AMOUNT NOT TO EXCEED $142,507.64, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE25-10-39 – Spectralogic Tape Library Upgrade, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE25-10-39 was placed, and

WHEREAS, Matrix Systems Group, Inc. ("Matrix Systems") submitted the lowest bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE25-10-39.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Matrix Systems for Contract UE25-10-39 – Spectralogic Tape Library Upgrade in an amount not to exceed One Hundred Forty-Two Thousand Five Hundred Seven Dollars and Sixty-Four Cents ($142,507.64) for the Office of Public Utilities.

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

Section 3. The payment to Matrix Systems for the total maximum amount of One Hundred Forty-Two Thousand Five Hundred Seven Dollars and Sixty-Four Cents ($142,507.64) from Account Nos. 101-200-JB-4612-1604, 102-200-JB-3912-1604, 101-200-JB-6240-1218, AND 102-200-JB-7840-1218 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:
11/29/24
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

2024-499

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Matrix Systems Group, Inc.

CONTRACT AMOUNT: $142,507.64

TYPE OF AWARD: Low Bid / UE25-10-39

PRIOR ORDINANCE INFORMATION:

Last update: Ord. 399-11-13, UE14-09-61 - Spectra Logic T120 Maintenance, SHI International Corp., $104,324.00

INFORMATION:

This Ordinance accepts Contract UE25-10-39 in an amount not to exceed $142,507.64, with Matrix Systems Group Inc. ("Matrix Systems"), for the purchase of tape drives and media to upgrade the Groth Street Specralogic Tape Library. The Specralogic Tape Library is a secondary tape library backup storage device used by the City's ISD Division for data retention. The last update to the Specralogic Tape library was in 2013.

There were three (3) bidders on this contract, one (1) local vendor and two (2) non-local vendors. Matrix Systems is a local vendor and submitted the lowest bid.

2024-499

CONTRACT NAME: Spectralogic Tape Library Upgrade
CONTRACT NO: UE25-10-39
DEPARTMENT: Information Systems Division
DATE: November 15, 2024

	Matrix Systems Group Springfield, IL	SHI International Somerset, NJ	Tallgrass Systems Orland Park, IL
Spectralogic - Tape Library Upgrade	$142,507.64	$166,459.54	$167,039.00
5% Local Vendor Preference		*$8,322.98*	*$8,351.95*
Total	$142,507.64	$174,782.52	$175,390.95

Recommend award of bid to Matrix Systems, low evaluated bid, (low bid).

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

COMMODITIES

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

Date: **October 15, 2024**
Fax: 217·789·2207

Contract Index No: **UE25-10-39**
Contract Name: **Spectralogic Tape Library Upgrade**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: **2:00 P.M. Central Time USA Thursday, November 7, 2024**

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

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

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

Name of Vendor: Matrix Systems Group, Inc.

Contact Name: Mahdi Elmokashfi

Vendor Address: 519 South Grand Avenue West - Springfield, IL 62704

Vendor E-Mail: Mahdi@matrixsysinc.com

Phone: 217-522-4940 **Fax:** 217-679-4657

2024-499

ADDENDUM #1
PRICE PAGE
UPGRADE GTH SPECTRALOGIC TAPE LIBRARY

Quantity	Serial #	Product Description	Part Number	Cost
5	1645803	FRU, LTO-9 Fibre Channel, Full-Height, Drive/Sled - T380.	90949915T380-F	$ 91,406.25
5	1645803	Optical Cable, LC-LC Duplex Multi-Mode, OM4,10Gb, 10 meter	12073	$ 595.35
1	1645803	FRU, Shared Library Services (SLS) - Direct Connect - T380/T680	91019832-F	$ 4,270.00
1	1645803	LTO Maintenance TeraPack includes: 10 LTO Cleaning Tapes with Certified Barcode Labels and Dust Cover (mandatory for AutoDrive Clean functionality)	90949170	$ 398.30
20	1645803	LTO-9 BaFe MLM TeraPack (Certified) - 10 LTO-9 BaFe tapes, Certified Barcode Labels, and TeraPack without Dust Cover. Capacity 18TB native.	90949916	$ 27,983.70
1	1645803	Implementation Day - Solutions Delivery (SD). This service expires 12 months after receipt of purchase order, other Terms and Conditions apply - see http://sl.spectralogic.com/MSA	93030002	$ 1,969.11
1	1645803	Consulting Day - Project Success Managed (PSM). This service expires 12 months after receipt of purchase order, other Terms and Conditions apply - see http://sl.spectralogic.com/MSA	93030024	$ 2,864.16
137	1645803	Co-Term Support SpectraGuard Next Business Day 24x7 for 12 months from 12/31/2024 to 12/31/2025	S380-CT-100	$ 12,176.56
1	1645803	Shipping Insurance	SHIPINS	$ 644.04
1		Shipping		$ 200.17
			Total Cost:	$ 142,507.64

2024-499

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/03/24

CONTACT PERSON: Michelle Carlisle

OFFICE REQUESTING: Office of Public Utilities

PHONE NUMBER: x-2626

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

FISCAL IMPACT: $142,507.64

SUGGESTED TITLE: Accepting & authorize bid / bid # & title / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Matrix Systems Group, Inc. **VENDOR NO:** VC0000003509

CONTRACT TERM: 1 year **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: see above
(Original amount if change order)

Change Order # -

Additional Amount -

Method of Purchase (check one)

☑ **Low Bid**
☐ **Low Bid Meeting Specs**
☐ **Low Evaluated Bid**
☐ **Other:**
☐ **Exception:**
Code Provision:

Previous Ord #'s -

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	200	JB	4612	1604	20,946.52
2	102	200	JB	3912	1604	118,696.96
3	101	200	JB	6240	1218	429.62
4	102	200	JB	7840	1218	2,434.54

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

Bid tab, pages from blue book.

STAFF ANALYSIS

Accepting bids and authorizing Contract UE25-10-39 – Spectralogic Tape Library Upgrade with Matrix Systems Group, Inc. for $142,507.64

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2024.11.15 09:46:18 -06'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.11.15 09:09:13 -06'00' **Date:**

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.11.15 09:56:16 -06'00' **Date:**

SIGN OFF:
(Mayor's Signature)

Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.11.15 09:56:28 -06'00'
(Director of OBM)

The information supplied on this form is not confidential information.

2024-499

AN ORDINANCE AUTHORIZING THE PURCHASE OF AN EXCAVATOR FROM ALTORFER, INC. FROM A THIRD-PARTY COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL IN AN AMOUNT NOT TO EXCEED $58,799.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of a new CAT excavator from Altorfer, Inc. ("Altorfer") for the Office of Public Utilities, Transmission and Distribution Department, and

WHEREAS, this excavator will be used for digging, trenching, and lifting materials on construction sites by the Electric T&D personnel, and

WHEREAS, the new unit will replace an existing 2017 model excavator (Unit #40633) that will be used as a trade-in towards this purchase, and

WHEREAS, in accordance with the provisions of Section 38.50(3) of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint purchase under a third-party cooperative purchasing agreement with Sourcewell, Contract number 011723-CAT.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of a new CAT excavator from Altorfer in an amount not to exceed Fifty-Eight Thousand Seven Hundred Ninety-Nine Dollars and No Cents ($58,799.00).

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

Section 3. The payment to Altorfer for the total maximum amount of Fifty-Eight Thousand Seven Hundred Ninety-Nine Dollars and No Cents ($58,799.00) from Account No. 100-102-CBBA-3852-1504 is hereby authorized, approved, and directed.

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

PASSED: ____________________, 2024 SIGNED: ____________________, 2024

RECORDED: __________________, 2024

____
MAYOR

ATTEST: __________________________

Approved as to legal sufficiency:

11/25/24
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

2024-500

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME:	Altorfer, Inc.
CONTRACT AMOUNT:	$58,799.00
TYPE OF AWARD:	Joint Purchase - Sourcewell

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes the purchase of a new CAT 303.5-07 CR Excavator from Altorfer, Inc. ("Altorfer") in an amount not to exceed $58,799.00 through Sourcewell Joint Purchasing Contract #011723-CAT. The unit's cost is $79,799.00; a trade-in amount of $21,000.00 will reduce this cost to $58,799.00.

The Office of Public Utilities' Transmission and Distribution Division personnel will use this new excavator for digging, trenching, and lifting materials on construction sites. The new excavator will consist of a boom, arm, bucket, and rotating platform, allowing for precise movements and a wide range of applications. Included in this purchase is a five (5) year / 2,500-hour Premier Service Agreement. It provides long-term cost savings by eliminating rental fees and offering the flexibility to use the equipment as needed on various projects. A trade-in to be applied to the purchase, unit #40633, a 2017 model, that has high operating hours and is reaching the end of its life cycle.

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

Altorfer is a local vendor.

2024-500

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: **November 20, 2024**

SUBJECT: **Joint Contract Determination**

I have reviewed the Ordinance Fact Sheet to Altorfer, Inc. for the purchase of one (1) Excavator with the trade-in of Unit #40633 for the Office of Public Utilities.

The Sourcewell Joint Purchasing Contract Number is #011723-CAT.

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

300 SOUTH SEVENTH STREET, ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

2024-500

Sourcewell

Caterpillar Inc.

Heavy construction equipment

#011723-CAT

Maturity Date: 4/14/2027

Website: cat.com/coop-purchasing

Products & Services

Products & Services

Sourcewell contract 011723-CAT gives access to the following types of goods and services:

- Motor graders
- Backhoe & wheel loaders
- Skid steer, multi-terrain, & compact track loaders
- Dozer & wheel excavators
- Material handlers
- Landfill equipment
- Articulated trucks & rigid frame trucks
- Wheel tractor scrapers
- Telehandlers
- Pavers, compactors, cold planers, & reclaimers
- Work tools & attachments

Locate your local dealer or representative

(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

2024-500

40635

September 11, 2024 REV. 9/18/24
REV. 10/16/2024

City of Springfield
ATTN: Matt Huff

One (1) New CAT® 303.5-07 CR Excavator

OROPS, Open Cab
Automatic Two-Speed Travel
High-Back, Suspension, Vinyl Seat
Left & Right-Side Mounted Mirrors
Hand Control Pattern Changer
Straight Line Travel
Travel Alarm
CAT Hydraulic Coupler
CAT 24" Heavy Duty 4.2 ft^3 Bucket X 2
CAT 36" Heavy Duty 7.0 ft^3 Bucket
5 year / 2,500 Hour Premier Service agreement
19" Frost Ripper , Tip Radius 26"

CAT C1.7 Tier 4 Diesel Engine
Angle Blade w/ Float Control
High Ambient Cooling
Automatic Engine Idle
One-Way / Two-Way Auxiliary Hydraulics
Long Stick with 10'5" Dig Depth
12" Rubber Belt Tracks
Lifting Eye on Bucket Linkage
CAT 18" Heavy Duty 2.9 ft^3 Bucket X 2
CAT Hydraulic Thumb
CAT B4 Hammer

Equipment Protection Plan

Includes 84-Months / 2,000 SMH Premier EPP.

Selling Price	**$ 79,799**
Trade	**(21,000)**
Total	**$ 58,799**

Availability

In inventory, subject to prior sale.

84 Month Lease with $14,560 Balloon:

Approximately: $755 monthly

84 Month Lease with $1 Balloon:

Approximately: $890 monthly

6.99%

(Not Leasing)

Josh Gibson 217-622-1395 Josh.gibson@altorfer.com

2024-500

ALTORFER CAT

EMSolutions Included with Machine Sale

Date 9/9/2024 **Customer No.** 414101 **Agreement #**

Customer Name City of Springfield **Contact Name** Matt Huff

Agreement Duration Agreement will be for 3000 hours or 60 months, whichever comes first. 500 hour service intervals

Email matt.huff@cwlp.com

Machine Make Caterpillar **Model** 303.5 **Serial No.** RE904546

Price will be included in the machine sale/financing.

EMSolutions Level 4 - SUPPORT

☐ **Basic:** Includes Product Link installation and activation; VisionLink access and training; PartStore access; Notifications for upcoming preventative maintenance intervals, Annual Machine Inspection and the necessary filters, seals, gaskets and SOS PM kits for all 250, and/or 500,1000 and 2000 hour intervals performed by the customer.

☐ **Plus:** Includes Product Link installation and activation; VisionLink access and training; PartStore access; Notifications for upcoming preventative maintenance intervals, plus: Necessary filters, seals, gaskets and SOS PM kits for all 250 and/or 500 hour intervals performed by customer. Altorfer to complete all 1000 and 2000 hour PMs, which include all parts, SOS, Visual Inspection (TA-1) and fluids required.

☒ **Premium:** Includes Product Link installation and activation; VisionLink access and training; PartStore access; Notifications for upcoming preventative maintenance intervals, plus: Equipment history (includes all service reports and recommendations for maintenance, inspection sand repairs). Altorfer completeing all PMs at 250 or 500 hour intervals using one of our Caterpillar trained lube technicians and our lube service vehicle and includes all parts, SOS, Visual Inspection (TA-1) and fluids required.

EMSolutions Level 5 - SUPPORT

☐ *Includes everything in Level 4 - Premium package, plus Premium Equipment Protection Plan and all transportation and traveling costs (within Altorfer servicing territory) relating to repairs arising from any preventative maintenance and warranty work.*

***Includes the following PM intervals** 0-PM1, 3-PM2, 1-PM3, **and** 1-PM4 **for a total of up to** 5 **services that fall within the agreement duration.**

User Responsibilities

- Owner shall be responsible for giving timely notice of warrantable failure and promptly making the machine available for repair.
- Owner shall make the machine available for preventative maintenance services on reasonable notice from Altorfer Inc.
- The machine may not be altered or modified in any manner which affects the mechanical operation of the machine as designed by Caterpillar Inc.
- Altorfer Inc. shall not be obligated to make any repairs necessitated by misuse, abuse, accident, negligence or use of the machine beyond its rated capacities

Additional Inclusions:

Air Filters Also Included

Exclusions

- Pursuant to EPA regulations relating to spent antifreeze. The EPA classifies untested spent antifreeze as hazardous waste and therefore cannot be transported under Altorfer's Special Waste Hauling permit. Spent antifreeze, when changed, will be retained by the customer or held in a storage container on the customers job site and scheduled for pickup and manifesting by a licensed Hazardours Waste hauler. The EPA regulations also stipulate that a used oil aggregation point cannot transport used oil in quantities of more than 55 gallons. In those cases where more than 55 gallons of used oil is generated, the excess will be retained by the customer or will be stored in a storage container on the customers job site and scheduled for pickup by either another Altorfer vehicle or a licensed Special Waste hauler.
- Any repair or service work performed other than the routine preventive maintenance as outlined within this agreement such as but not limited to additional services or repairs requested by the customer.
- Applicable sales tax for parts and/or labor as determined by the state within which the service is performed.
- The replacement of engine and cab air filters, Tier 4 and emission components, and engine valve adjustments. Top off fluid in excess of two (2) gallons per visit. Coolant, flush and fill. AC Service Dryer Replacement.
- Batteries, tires, radios, window glass, mirrors and lens, Cat Work Tools/GPS, rubber or steel undercarriage, replacement parts due to normal wear.
- Requests for services to be performed prior to or after normal working hours will require an add charge of $ 187 per each of the total services performed. PM services are inclusive of travel. All other services will have travel charged when applicable. Additional charges will apply for services performed out of territory.
- Refund for any services not completed.

Termination Either party may cancel this agreement within 30 days written notice.

Acceptance **Altorfer Inc. By** [signature] **Date** 11/20/24

Customer By **Date**

2024-500

OEM

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/3/24

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: $58,799.00

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

CONTRACTOR / VENDOR NAME: Altorfer Inc.

VENDOR NO: CA0024202

CONTRACT TERM: -

Change in Scope Yes ☐ No ☑

CONTRACT AMOUNT: See above
(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: J.P. - Sourcewell
Code Provision: 38.50(3)(a)

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	100	102	CBBA	3852	1504	58,799.00
2						
3						
4						

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

Quote

STAFF ANALYSIS

Authorizing the purchase of a new excavator from Altorfer using a Sourcewell contract (011723-CAT) for the T&D Division, $58,799.00 after the trade in of unit #40633.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2024.11.20 08:54:46 -06'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.11.20 08:36:34 -06'00' **Date:**

Scott Rogers

CITY PURCHASING AGENT: J Michael Lesko **Date:** 11/20/2024

SIGN OFF: [signature]
(Mayor's Signature)

Ramona Metzger 11/20/24
(Director of OBM)

The information supplied on this form is not confidential information.

2024-500

AN ORDINANCE AUTHORIZING THE PURCHASE OF A FORD F250 PICKUP TRUCK FROM MORROW BROTHERS FORD, INC. FROM A STATE CONTRACT IN AN AMOUNT NOT TO EXCEED $62,889.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of a Ford F250 pickup truck in the amount of $62,889.00 from Morrow Brothers Ford, Inc. ("Morrow Brothers") for use by the Electric Division/Transmission and Distribution Division Fleet personnel at the Miller Street location, and

WHEREAS, this truck will primarily be used for reconnects when the larger bucket trucks are not necessary, and

WHEREAS, in accordance with the provisions of Section 38.50 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint purchase under the State of Illinois Contract # 21-416CMS-BOSS4-P-29479.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of a Ford F250 pickup truck from Morrow Brothers in an amount not to exceed Sixty-Two Thousand Eight Hundred Eighty-Nine Dollars and No Cents ($62,889.00).

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

Section 3. The payment to Morrow Brothers for the total maximum amount of Sixty-Two Thousand Eight Hundred Eighty-Nine Dollars and No Cents ($62,889.00) from Account No. 102-100-CBD-3842-1503 is hereby authorized, approved, and directed.

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

PASSED: ____________________, 2024 SIGNED: ____________________, 2024

RECORDED: __________________, 2024

ATTEST: __________________________

____
MAYOR

Approved as to legal sufficiency:

11/25/24

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:	Morrow Brothers Ford, Inc.
CONTRACT AMOUNT:	$62,889.00
TYPE OF AWARD:	Joint Purchase - State

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes the purchase of a new 2024 F250 pickup truck in a total amount not to exceed $62,889.00 with Morrow Brothers Ford, Inc. ("Morrow Brothers") via a joint purchase agreement utilizing the State Contract #21-416CMS-BOSS4-P-29479. The State of Illinois solicited bids and allows municipalities to share in the bulk cost savings by ordering off such contracts.

The T&D Troubleshooters, located at the Miller Street location, will use this truck in their everyday activities. It is an extended-cab 4x4 model with a six-foot bed and will primarily be used for reconnects when the larger bucket trucks are not needed.

Morrow Brothers is not a local vendor.

2024-501

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: **November 20, 2024**

SUBJECT: **Joint Contract Determination**

I have reviewed the Ordinance Fact Sheet to Morrow Brothers Ford, Inc. for the purchase of one (1) Ford F250 for the Office of Public Utilities, Transmission & Distribution Department.

The State of Illinois Joint Purchasing Contract Number is 21-416-P-29479.

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

300 SOUTH SEVENTH STREET, ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

MORROW BROTHERS
Greenfield, IL Ford 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

November 7, 2024

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

We propose the following for your consideration.

1-NEW 2024 FORD F250 Extended Cab 4x4 6' 6" Bed
To include the following optional equipment:
YZ White Exterior, 1S 40/20/40 Cloth Seating
6.8L V8 Gasoline Engine, 10-Speed Automatic
17Z Off-Road Package, E-Locking Rear Axle
Running Boards, Air Conditioning, Remote Start
Power Windows/Locks/Mirrors, Cruise Control
Remote Keyless Entry, 120V/400W Dash Outlet
Back-Up Camera, Trailer Tow Package, Trailer Brake
(2) Keys with Remotes, 66S Upfitter Switches
Dark Tint Power Heated Back Glass, Tailgate Step
Spray in Liner, Cab Marker Lights, Weather-Techs
XL Appearance Package, Driver Assist Package
H.D. AMP Alternator, Upfitter Switches, Fire Extinguisher
16" LED Lightbar, No Drill Mount, 4 Corner LED Warning
Back-Up Alarm, Ladder Rack 700# Capacity, Bed Lighting
New M License/Title, All other standard equipment
IL. Contract 21-416-P-29479, Stk.10696

Illinois Government Price $62,889.00

Thank you,

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

Customer Acceptance: ______________________
GBM

Date of Acceptance: ______________________

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

2024-501

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/3/24

CONTACT PERSON: Michelle Carlisle

OFFICE REQUESTING: Office of Public Utilities

PHONE NUMBER: x-2626

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

FISCAL IMPACT: 62,889.00

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

CONTRACTOR / VENDOR NAME: Morrow Brothers Ford, Inc. **VENDOR NO:** VC0000001173

CONTRACT TERM: - **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: see above | - | -

(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:** JP - State
- **Code Provision:** 38.50(1)

Previous Ord #'s n/a

Is Purchasing Agent approval required? No ☐ **Yes** ☑

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CBD	3842	1503	62,889.00
2						
3						
4						

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

Quote

STAFF ANALYSIS

Purchase of a 2024 F250 truck for the fleet personnel at the Miller Street.

Troubleshooters will use this vehicle.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2024.11.20 08:56:12 -06'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.11.20 08:39:12 -06'00' **Date:**

Scott Rogers

CITY PURCHASING AGENT: J Michael Lesko **Date:** 11/20/2024

SIGN OFF: (Mayor's Signature) | Ramona Metzger 10/20/2024 (Director of OBM)

The information supplied on this form is not confidential information.

2024-501

2024-502

No.GFO-0372

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UE25-09-31 – COAL HAULING FOR A THREE-YEAR TERM WITH MCLEOD EXPRESS, LLC IN AN AMOUNT NOT TO EXCEED $13,658,521.50 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by the previous action, the Specifications Committee approved specifications for Contract UE25-09-31 – Coal Hauling for a three-year term for the Electric Generation Department for the City of Springfield Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE25-09-31 was placed, and

WHEREAS, McLeod Express, LLC ("McLeod") submitted the lowest evaluated bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE25-09-31.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from McLeod for Contract UE25-09-31 – Coal Hauling for a three-year term in an amount not to exceed Thirteen Million Six Hundred Fifty-Eight Thousand Five Hundred Twenty-One Dollars and Fifty Cents ($13,658,521.50) for the Electric Generation Department for the City of Springfield Office of Public Utilities.

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

Section 3. The payment to McLeod for the total maximum amount of Thirteen Million Six Hundred Fifty-Eight Thousand Five Hundred Twenty-One Dollars and Fifty Cents ($13,658,521.50) from Account No. 102-100-CABC-7703-1201 is hereby authorized, approved, and directed.

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

PASSED: ______________________, 2024

SIGNED: ______________________, 2024

RECORDED: ____________________, 2024

____
MAYOR

ATTEST: ___________________________

Approved as to legal sufficiency:

4/28/24

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-502

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME:	McLeod Express, LLC
CONTRACT AMOUNT:	$13,658,521.50
TYPE OF AWARD:	Low Bid / UE25-09-31

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 472-12-21, UE22-09-56, Beelman Logistics, LLC, 3 years, (Jan. 1, 2021 – December 31, 2024), $8,479,262.70, Low bid.

INFORMATION:

This is a standard, recurring contract for coal hauling and backhauling of coal combustion byproducts.

This Ordinance accepts Contract UE25-09-31 with McLeod Express, LLC ("McLeod") for a three-year term in the total amount not to exceed $13,658,521.50 for hauling coal by truck from the Deer Run Mine in Hillsboro, Illinois, to the Dallman Power Station. This contract also provides for coal combustion byproducts from Dallman to the Deer Run Mine for a three-year term. The contract term is January 1, 2025, through December 31, 2027, unless terminated by the City sooner with 30 days' notice.

The coal-hauling rate is $9.95 per ton, and the coal combustion byproducts rate is $3.00 per ton from the Power Station, and $3.75 per ton from the FGDS Landfill. The hauling rate is subject to a fuel adjustment determined by the cost of No. 2 fuel oil. The fuel adjustment will be made bi-monthly based on the Midwest Rack Price. The projected tonnage for the contract period is 24,000 tons of byproducts annually. The projected coal delivery is estimated to be 450,000 tons annually. However, no minimum or maximum amount is guaranteed.

Two bids for consideration on this contract, both were from local vendors. McLeod submitted the lowest bid. The previous contract (UE22-09-56) was from 2021 with Beelman Logistics, LLC being awarded contract with the coal-hauling rate of $3.98 per ton.

2024-502

20245022

UE25-09-31

Bid Analysis Sheet

Annual Purchase	450,000 tons

GreenTrac

	Coal (tons)	Haul Rate					Total Coal Haul	Unit 4 Ash (tons)	Haul Rate	Total Ash Haul	Ash Ponds (tons)	Haul Rate	Total Ponds Haul	
		***** BID WITHDRAWN *****												

McLeod

	Coal (tons)	Haul Rate	Coal Haul Base	Midwest Diesel	Fuel Adj	Fuel Adj Total	Total Coal Haul	Unit 4 Ash (tons)	Haul Rate	Total Ash Haul	Ash Ponds (tons)	Haul Rate	Total Ponds Haul	
2025	450,000	9.95	$ 4,477,500.00	4	0	$ -	$ 4,477,500.00	24000	3	$ 72,000.00	1000	3.75	$ 3,750.00	
2026	450,000	9.95	$ 4,477,500.00	3.87	-0.00091	$ (409.50)	$ 4,477,090.50	24000	3	$ 72,000.00	1000	3.75	$ 3,750.00	
2027	450,000	9.95	$ 4,477,500.00	3.74	-0.00182	$ (819.00)	$ 4,476,681.00	24000	3	$ 72,000.00	1000	3.75	$ 3,750.00	TOTAL COST
							$ 13,431,271.50			$ 216,000.00			$ 11,250.00	$ 13,658,521.50

Beelman

	Coal (tons)	Haul Rate	Coal Haul Base	Midwest Diesel	Fuel Adj	Fuel Adj Total	Total Coal Haul	Unit 4 Ash (tons)	Haul Rate	Total Ash Haul	Ash Ponds (tons)	Haul Rate	Total Ponds Haul	
2022	450,000	10.98	$ 4,941,000.00	4	0	$ -	$ 4,941,000.00	24000	5.85	$ 140,400.00	1000	5.85	$ 5,850.00	
2023	450,000	10.98	$ 4,941,000.00	3.87	-0.052	$ (23,400.00)	$ 4,917,600.00	24000	5.85	$ 140,400.00	1000	5.85	$ 5,850.00	
2024	450,000	10.98	$ 4,941,000.00	3.74	-0.104	$ (46,800.00)	$ 4,894,200.00	24000	5.85	$ 140,400.00	1000	5.85	$ 5,850.00	TOTAL COST
							$ 14,752,800.00			$ 421,200.00			$ 17,550.00	$ 15,191,550.00

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

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

Date: **October 15, 2024**
Fax: 217·789·2207

Contract Index No: **UE25-09-31**
Contract Name: **Coal Hauling (3 Years)**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: **2:00 P.M. Central Time USA Thursday, November 7, 2024**

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

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

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

Name of Vendor: MCLEOD EXPRESS, LLC

Contact Name: BRUCE GARNER

Vendor Address: 5002 CARDIFF COURT

Vendor E-Mail: BRUCE@MCLEODEXPRESS.COM

Phone: 217-391-0023 **Fax:** 217-241-8274

PRICE PAGE
COAL HAULING FROM FORESIGHT COAL SALES LLC'S
(HILLSBORO ENERGY LLC) DEER RUN MINE

A. **Contractor agrees to haul Coal from Foresight Coal Sales LLC's, Hillsboro Energy LLC Deer Run Mine in Hillsboro, IL, under the terms stated in these specifications for the following unit price:**

____100____% OF TOTAL TONNAGE @ $__9.95____per ton

B. **Contractor agrees to haul Coal Combustion Byproducts from the Dallman Generating Station to the Foresight Coal Sales LLC, Hillsboro Energy, LLC Deer Run Mine under the terms as stated in these specifications for the following unit price:**

$__3.00____per ton

C. **Contractor agrees to haul Coal Combustion Byproducts from the Dallman Generating Station FGDS Landfill to the Foresight Coal Sales LLC, Hillsboro Energy, LLC Deer Run Mine under the terms as stated in these specifications for the following unit price:**

$__3.75____per ton

FUEL COST ADJUSTMENT

The coal hauling rate quoted above will be subject to an adjustment based on the cost of #2 fuel oil. The fuel cost adjustment will be made bi-monthly on January 1, March 1, May 1, July 1, September 1, and November 1 based on the latest documented cost of #2 fuel oil prior to the adjustment. The first adjustment shall be March 1, 2025.

The byproduct hauling rate shall not be subject to the fuel cost adjustment as determined below.

The documented cost of #2 fuel oil shall be calculated including:

Midwest Rack Price of # 2 Fuel oil

Illinois motor fuel tax
Federal motor fuel tax
Illinois use tax
Federal Revenue Reconciliation Act tax
Federal super fund
Illinois underground storage tank tax.

Any change in or imposition of new federal, state, municipal, or local taxes applicable to Contractor's cost for #2 fuel oil may be included in the fuel cost adjustment in proportion to their effect on the cost of hauling coal under this Contract.

For each one cent per gallon increase in the price of #2 fuel oil above $4.00 per gallon, the hauling rate shall be increase by .007 cents per ton.

For each one cent per gallon decrease in the price of #2 fuel oil below 4.00 per gallon, the hauling rate will be decreased by .007 cents per ton.

File Number 0063930-3

STATE OF ILLINOIS
OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias,** *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

MCLEOD EXPRESS, LLC, AN INDIANA LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON DECEMBER 17, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 1ST *day of* NOVEMBER *A.D.* 2024 .

Authentication #: 2430603518 verifiable until 11/01/2025
Authenticate at: https://www.ilsos.gov

Alexi Giannoulias
SECRETARY OF STATE

2024-502

ORDINANCE FACT SHEET

DATE OF 1st READING: 12-03-24

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: 13,658,521.50 - over 3 yrs.

SUGGESTED TITLE: Accepting & authorize bid / bid # & title / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: McLeod Express LLC

VENDOR NO: VC0000002136

CONTRACT TERM: 3 yrs (Jan. 1, 2025 - Dec. 31, 2027) **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: see above
(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 Previous contract: 472-12-21

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CABC	7703	1201	13,658,521.50
2						
3						
4						

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

Bid tab, Contract bid pages

STAFF ANALYSIS

Ordinance authorizing and accepting Contract UE25-09-31 for Hauling of Coal & Backhauling of Coal Combustion Byproducts.
3 years, low bid.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2024.11.19 14:04:16 -06'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.11.19 13:28:11 -06'00' **Date:**

Scott Rogers

CITY PURCHASING AGENT: J Michael Lesko **Date:** 11/21/2024

SIGN OFF: ____________________
(Mayor's Signature)

Ramona Metzger
(Director of OBM)

The information supplied on this form is not confidential information.

2024-502

AN ORDINANCE ACCEPTING THE COMMUNITY SOLAR ENERGY SOVEREIGNTY GRANT FUNDING OPPORTUNITY (CSFA 420353055) FROM THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY IN AN AMOUNT NOT TO EXCEED $100,000.00 FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, this Ordinance accepts the Community Solar Energy Sovereignty Grant Funding Opportunity (CSFA 420353055) from the Illinois Department of Commerce and Economic Opportunity ("IL DCEO") in an amount not to exceed $100,000.00, and

WHEREAS, it is in the best interest of the City of Springfield Office of Public Utilities to accept said grant from the IL DCEO, a copy of which shall be on file with the City Clerk.

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

Section 1. The Council of the City of Springfield, Illinois, hereby accepts the Community Solar Energy Sovereignty Grant Funding Opportunity (CSFA 420353055) from the Illinois Department of Commerce and Economic Opportunity in an amount not to exceed One Hundred Thousand Dollars and No Cents ($100,000.00).

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

Section 3. The City of Springfield Office of Budget and Management is hereby directed to make the necessary deposit of funds in the total maximum amount of One Hundred Thousand Dollars and No Cents ($100,000.00) into revenue line 102-100-8234-CW77.

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

PASSED: ______________________, 2024

RECORDED: ____________________, 2024

ATTEST: ___________________________

SIGNED: ______________________, 2024

____
MAYOR

Approved as to legal sufficiency:

11/25/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-503

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Illinois Department of Commerce and Economic Opportunity ("IL DCEO")

CONTRACT AMOUNT: -$100,000.00

TYPE OF AWARD: Grant

PRIOR ORDINANCE INFORMATION:

N/A

INFORMATION:

This Ordinance accepts and authorizes the execution of the Community Solar Energy Sovereignty Grant Program, funding opportunity CSFA 420353055, from the Illinois Department of Commerce and Economic Opportunity on behalf of the City of Springfield Office of Public Utilities Electric Division.

The Community Solar Energy Sovereignty Grant Program provides funding to support the development of a community solar project that promotes energy sovereignty and benefits historically disadvantaged communities, such as R3 and Environmental Justice areas in Illinois. This grant enables the City of Springfield to begin Phase 1 of the Sunshine Savings Project, which focuses on early-stage planning and predevelopment.

During Phase 1, consultants will develop a financial model for revenue distribution to low-income households, engage in community outreach, design community ownership models to ensure direct benefits for Springfield residents and conduct initial site assessments. This foundational work will lay the groundwork for future phases of the project for sustainable community solar development.

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ORDINANCE FACT SHEET

DATE OF 1st READING: 12/3/24

CONTACT PERSON: Michelle Carlisle

OFFICE REQUESTING: Office of Public Utilities

PHONE NUMBER: x-2626

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

FISCAL IMPACT: -100,000.00

SUGGESTED TITLE: Accepting & authorize grant / grant # & title / ivendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Illinois Department of Commerce and Economic Opportunity **VENDOR NO:**

CONTRACT TERM: FY25-FY26 **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: see above - -

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ **Low Bid**
☐ **Low Bid Meeting Specs**
☐ **Low Evaluated Bid**
☑ **Other:** Grant Award
☐ **Exception:**
Code Provision:

Previous Ord #'s n/a

Is Purchasing Agent approval required? No ☑ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100		8234	CW77	-100,000.00
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

Accepting the Community Solar Energy Sovereignty Grant Funding Opportunity (CSFA 420353055) from the Illinois Department of Commerce And Economic Opportunity in an amount of $100,000.00.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2024.11.19 08:16:19 -06'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.11.18 17:14:56 -06'00' **Date:**

Scott Rogers

CITY PURCHASING AGENT: **Date:** n/a

SIGN OFF:

(Mayor's Signature) (Director of OBM) 11/19/24

The information supplied on this form is not confidential information.

2024-503

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

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

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: ______________________
Signature of Kristin A. Richards, Director

Date: ______________________

By: ______________________
Signature of Designee

Date: ______________________

Printed Name: ______________________

Printed Title: ______________________
Designee

By: ______________________
Signature of Second Grantor Approver, if applicable

Date: ______________________

Printed Name: ______________________

Printed Title: ______________________
Second Grantor Approver

By: ______________________
Signature of Third Grantor Approver, if applicable

Date: ______________________

Printed Name: ______________________

Printed Title: ______________________
Third Grantor Approver

CITY OF SPRINGFIELD

By: ______________________
Signature of Authorized Representative CEM

Date: ______________________

Printed Name: Misty Buscher

Printed Title: Mayor

Email: misty.buscher@springfield.il.us

By: ______________________
Signature of Second Grantee Approver, if applicable

Date: ______________________

Printed Name: ______________________

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

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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.

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"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 **07/02/2024** and expires on **06/30/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **$100,000.00**, 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**):

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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.

Variable Advance/Remainder based on cash needs/reimbursement (Not to Exceed 50% Advance)
The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

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 420-35-3055 and the CSFA Name is The Community Solar Energy Sovereignty Grant Program. If applicable, the State Award Identification Number (SAIN) is 3055-54553.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **KZGLNK9P52N5** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

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

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

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

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

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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.

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(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

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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.

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(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.

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(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.

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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).

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(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

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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.

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(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;

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(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

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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.

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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

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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 730/5-60, 20 ILCS 605/605-55 & 30.

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

The Equitable Energy Future Grant Program was created to provide awards to support the pre-development and development of community solar projects that promote community and energy sovereignty.

The Community Solar Energy Sovereignty Grant Program, established by Public Act 102-0662, is intended to provide grants to plan, develop, and execute community solar projects. The grant program provides upfront capital to support the development of community solar projects and provides seed capital and pre-development funding to support community ownership of renewable energy projects.

"Equity investment eligible communities" are defined as geographic areas throughout Illinois which would most benefit from equitable investments by the State designed to combat discrimination. Specifically, the eligible communities are defined as the following areas:

- Restore. Reinvest. Renew (R3) areas are established pursuant to Section 10-40 of the Cannabis Regulation and Tax Act, where residents have historically been excluded from economic opportunities, including opportunities in the energy sector; and
- Environmental justice (EJ) communities, as defined by the Illinois Power Agency pursuant to the Illinois Power Agency Act, where residents have historically been subject to disproportionate burdens of pollution, including pollution from the energy sector.

A key goal of this grant opportunity is to overcome barriers to project, community, and business development caused by a lack of capital in low-income communities and among historically disadvantaged populations. This program will therefore provide upfront funding and seed capital to support project pre-development work and may also be awarded to support the development of programs and entities to assist in the long-term governance, management, and maintenance of community solar projects, such as community solar cooperatives. The amount of a grant shall be based on a project's size and scope.

Funding for these projects may fall under two project phases, if a Grantee is applying for both Phases the Department will review Phase 1 performance metrics before allocating funding for Phase 2 activities.

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

Grant funds will be utilized for Phase 1 early-stage project planning of a community solar project, Sunshine Savings: Equitably Supporting Springfield through Community Solar Initiatives. This project will serve residents with a focus on benefitting low-income households, particularly those in area designated as R3 and EJ communities. The Grantee will hire consultants who will organize the project, complete site identification, organize a project

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business model, complete customer outreach, preliminary site assessments, and the development of community ownership models. As part of the business model, consultants will develop a financial model that projects revenue generation from the solar array and outlines a structure for revenue allocation to assist qualifying low-income households with their CWLP utility bills. Consultants will conduct comprehensive feasibility studies, evaluate potential sites and their environmental impacts, and assist in organizing the project team with clearly defined roles. The consultants will identify the best site for the solar array, develop a robust business model to ensure financial viability, and design customer outreach efforts to inform and engage the community through public meetings, surveys, and informational materials. Preliminary site assessments will evaluate the suitability and readiness of the chosen location, while community ownership models will be developed to ensure local residents have a stake in the project and benefit directly from its success.

The Sunshine Savings project will be wholly owned by the Grantee's City Water Light and Power (CWLP). This will allow the Grantee to utilize CWLP's extensive experience in managing utility services and ensuring efficient and sustainable execution. CWLP will own and operate the solar array, utilizing its established infrastructure to manage the project effectively. Phase 1 will include initial planning for a long-term governance model that prioritizes community benefits and equitable revenue distribution for eligible low-income residents. The governance of the project will be integrated into CWLP's existing organizational structure, with a dedicated team overseeing the solar array to ensure it meets performance targets and community benefits.

The Sunshine Savings project will bring a multitude of local community benefits beyond just renewable energy generation. One of the key outcomes is the promotion of wealth building within the community through the generation of renewable energy. By providing affordable, clean energy to local residents, particularly low-income households, the project will reduce utility bills, thereby increasing disposable income for other essential needs and improving overall financial stability. This project also aims to serve as a replicable model that demonstrates how community solar can provide ongoing financial assistance to low-income households in other Illinois communities.

Specifically, Grant funds will be utilized for the following costs:

Phase 1 Consultants – to include costs associated with hiring consultant services for early-stage project planning of the Sunshine Savings project.

This project will benefit the public by stimulating the Illinois green economy, create jobs, and help Illinois residents save energy and money.

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.

- The Grantee will receive a working capital advance of 50% ($50,000.00) of the grant amount upon execution of the Grant, based on prior negotiation with the DCEO Office of Energy.
- The remaining 50% will be disbursed as reimbursement(s) of approved expenditures, only after all Grant activities as outlined immediately below have been reported to the Department:
    - Framework document that will detail community solar program structure and targeted households as well as outlining revenue plans.
    - Organization chart and Team roster
    - Financial Model Document that will detail revenue allocation strategies and projections.
- In addition to the Periodic Financial and Performance reports required per sections 10.1 and 11.1 of this Agreement, the Grantee will submit monthly progress reports to DCEO Office of Energy detailing project activities, expenditures, milestones achieved, and any challenges encountered.
- In addition to the Financial and Performance Closeout Report required by section 10.2 and 11.2 of this Agreement, the Grantee will submit a Final Performance Evaluation to DCEO Office of Energy at the conclusion of the project summarizing the project's outcomes, including energy savings, environmental impact community benefits, construction outcomes, employment outcomes, site control, and funding.

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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 Buscher

Title: Mayor

Address: 800 East Monroe Street
Springfield, IL 62701-1900

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Kristin Lessen
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-524-1080
TTY#: (800) 785-6055
Email Address: Kristin.E.Lessen@illinois.gov

GRANTEE CONTACT

Name: Tom Chi
Title: Projects Manager
Address: 800 East Monroe Street
Springfield, IL 62701-1900
Phone: 217-789-2117
TTY#: N/A
Email Address: tom.chi@springfield.il.us

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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: Mofopefoluwa Oloyede
Email: mofopefoluwa.oloyede@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 Merit-Based Review.

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 MONTORING 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

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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

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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

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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.

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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

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

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PART THREE – PROJECT-SPECIFIC TERMS

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

ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE

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

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

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

January 2025

- One-Time Periodic Financial Report (01/30/2025) - Covering Period of 07/02/2024 - 12/31/2024; Send To: Grant Manager
- One-Time Periodic Performance Report (01/30/2025) - Covering Period of 07/02/2024 - 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

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- 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
- End of project Closeout Performance Evaluation (07/30/2026) - Covering Period of 07/02/2024 - 06/30/2026; Send To: Grant Manager

August 2026

- End of grant Closeout Financial Report (08/14/2026) - Covering Period of 07/02/2024 - 06/30/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (08/14/2026) - Covering Period of 07/02/2024 - 06/30/2026; 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. Compensation To The Grantee.

(a) Method of Compensation. The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Grantor is governed. Grantee shall comply with direction issued by the Grantor as to procedures to be followed when requesting disbursement of Grant Funds. All payment requests submitted by the Grantee shall be reviewed by the Grantor to ensure that such requests are:

(i) in accordance with the approved Award Budget;
(ii) in accordance with the provisions of this Agreement and any special terms and conditions of approved funding requests. Any expenditure of Grant Funds which does not comply with these provisions will be subject to the enforcement remedies at 2 CFR 200.339.

(b) Grantor Review of Expenditures. When making a request for funding, the Grantee shall provide Grantor support documentation evidencing that the costs are allowable, necessary and reasonable in accordance with this Agreement and all applicable laws and regulations. Grantor will review such documentation prior to approving Grantee's requests for funds. However, the Grantee acknowledges that,

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because the Grantor's initial determination will be based solely on the Grantee's documentation and self-declarations and/or attestations, the Grantor's initial determination shall not be considered a final acceptance or approval of the Award costs. Permissibility of all Award costs are subject to subsequent on-site monitoring reviews and/or audits of the Grantee's books and records as well as corresponding source documentation, including, but not limited to, detailed invoices received from and checks paid to external vendors for services provided during the course of the Award Term.

37.2. Funding Terms and Restrictions.

(a) Reimbursement Limitation. The Grantee cannot be reimbursed for costs incurred in excess of the total approved Grant Budget. The Grantee may be reimbursed for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of Articles VI, XXVII and XXX.

(b) Budget Modifications. The Grantee should obtain approval prior to incurring expenditures which necessitate a change in the approved Grant Budget, unless permitted as a discretionary line item transfer pursuant to paragraphs 6.2 and 27.1 herein. The Grantor reserves the right to withhold funds for such expenditures until a revised Budget has been submitted by the Grantee and approved by the Grantor.

(c) Overpayment. In addition to the return of unspent Grant Funds at the end of the expiration of this Agreement pursuant to paragraph 4.3 herein, the Grantee agrees to repay the Grantor for any funds that are determined by the Grantor to have been spent improperly in accordance with applicable regulations or rules.

(d) Supportive Services & Participant Support Costs. If Grantor approves of Supportive Services as part of Grantee's Budget, costs must meet the basic considerations at 2 CFR 200.402 – 200.411.

37.3. Travel Regulations. Costs in accordance with 2 CFR 200.475 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Grantee's employees who are in travel status on official business necessary to the grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Grantor, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the Grantee's written policies and procedures. *See also* 30 ILCS 708/130.

37.4. Reports Required. The Grantee shall submit programmatic and expenditure reports as required pursuant to written direction issued by the Grantor to the Grantee.

37.5. Monitoring And Evaluation. Grantor will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Agreement. The Grantee will be monitored for compliance with all applicable federal and State laws, regulations, and rules, and Grantor policies applicable to this Agreement. The Grantee's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the funds.

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37.6. Equipment and Property Management. The Grantee may not purchase nonexpendable equipment exceeding the amount specified in 2 CFR 200.1 (equipment definition) without the Grantor's prior written approval. 2 CFR 200.439.

37.7. Managing Subawards and Subrecipients.

(a) Monitoring. The Grantee is responsible for the monitoring of any approved subrecipient, ensuring that the terms and conditions of this Agreement are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this Award. 2 CFR 200.101(b); 2 CFR 200.332. *See also* ARTICLE XIV, herein.

(b) Agreements. Pursuant to paragraph 14.1 herein, Prior Approval by Grantor is required for all subcontracts and subawards entered into by Grantee related to this Award. The Grantee shall provide the Grantor with copies of all subaward and contractual agreements between the Grantee and all subrecipients and contractors related to the performance of this Award. Grantee shall provide these agreements to the Grantor prior to receiving its first funding disbursement. If Grantee enters into any subaward or contractual agreement(s) related to this Award during the Award Term, Grantee shall provide to Grantor such agreements within five (5) calendar days of full execution of the agreement(s).

37.8. Procurement. The Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.327 when purchasing goods and services using Grant Funds. Grantee shall ensure compliance with 2 CFR 200.323, if applicable, and must ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.327. In addition, Grantee must follow the procurement requirements at 2 CFR 200.319, which calls for free and open competition. Effective October 1, 2018, pursuant to Office of Management and Budget Memorandum M-18-18, dated June 20, 2018, the federal financial assistance awards threshold for micro-purchases increased to $10,000 and the threshold for simplified acquisitions increased to $250,000.

37.9. Assurances. The Grantee hereby assures and certifies that no part of the payments to be made by the Grantor to the Grantee under this Agreement are available to the Grantee under the terms of any other federal, State or local government grant or subsidy existing as of the date of this Agreement.

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State of Illinois

UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2025
Grantee:	City of Springfield	DUNS Number:	627875735
NOFO Number:	3055-2697	CSFA Number: 420-35-3055	Grant Number: 24-444008
CSFA Description:	The Community Solar Energy Sovereignty Grant Program		

Section A: State of Illinois Funds	Summary	Detail
Revenues		
State of Illinois Grant Amount Requested	$100,000.00	
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)	$100,000.00	
1007 PH 1 CONSULTANT		$100,000.00
8. Construction		
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)	$100,000.00	$100,000.00
17. Total Indirect Costs (200.414)		
Rate: %		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	$100,000.00	$100,000.00

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW25-10-41 WITH GREEN DEMOLITION CONTRACTORS, INC. TO FURNISH THE ABATEMENT AND DEMOLITION OF FIVE BUILDINGS AT OLDE TOWN APARTMENT COMPLEX, IN AN AMOUNT NOT TO EXCEED $508,000.00 AND AUTHORIZING A TRANSFER OF APPROPRIATION AUTHORITY, FOR THE OFFICE OF PUBLIC WORKS

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

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

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Green Demolition Contractors, Inc. has submitted the lowest responsible bid meeting specifications to furnish abatement and demolition of five buildings at Olde Town Apartment Complex, for the Office of Public Works in an amount not to exceed $508,000.00; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW25-10-41; and

WHEREAS, the Office of Public Works is requesting a transfer authority in the amount of $508,000.00 from expense line 001-107-GENC-ARPG-1901 to expenditure line 001-110-WORK-ARPG-1232 for Green Demolition Contractors, Inc. to perform the work; and

WHEREAS, the Office of Public Works recommends accepting this bid and awarding the contract to Green Demolition Contractors, Inc.

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

Section 1: That the City Council hereby accepts the bid from Green Demolition Contractors, Inc. to furnish abatement and demolition of five buildings at Olde Town Apartment Complex for the Office of Public Works in an amount not to exceed $508,000.00. The Mayor and City Clerk are authorized to execute contract no. PW25-10-41 on behalf of the City of Springfield.

Section 2: The City Council hereby authorizes a transfer in the amount of $508,000.00 from expense line 001-107-GENC-ARPG-1901 to expenditure line 001-110-WORK-ARPG-1232 for Green Demolition Contractors, Inc. to perform the work

Section 3: That the Office of Budget and Management is hereby authorized to make payment to Green Demolition Contractors, Inc. (VC*7597), in the amount of $508,000.00, in accordance with the terms of Contract PW25-10-41 from expenditure line 001-110-WORK-ARPG-1232

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

PASSED: ____________________, 2024 **SIGNED: __________________, 2024**

RECORDED: ________________, 2024 **________________________________**

Mayor Misty Buscher

ATTEST: ________________________
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date

S:\WPDOCS\Ordinances\Public Works\2024\Lowbid\Abatement & Demo at Olde Town $508,000.00.doc

2024-504

OFFICIAL BID RESULTS

DATE: **November 21, 2024**

ITEM: **Abatement and Demolition at Olde Town Apartment Complex**

CONTRACT #: **PW25-10-41**
BID BOND AMOUNT: 5% OF BID

BIDDERS	TOTAL BID	NOTES
American Demolition Corp. 480 Randy Rd, Carol Stream, IL 60188	$686,400.00	
Dore & Associates 900 Harry S Truman Pkwy, Bay City, MI 48706	$2,664,300.00	
Ezell Excavating Inc. 1574 CR 100 N, Villa Grove, IL 61956	$545,000.00	
Green Demolition Contractors, Inc. 315 Brighton St, La Porte, IN 46350	$508,000.00	
Green Trac, LLC 2626 S 5th St, Springfield, IL 62703	$613,475.00	Bidder has not conducted operations from Springfield address long enough to apply local preference.
Littleton Storm & Timber Services, Inc. 1615 Sugar Hollow Rd, Jacksonville, IL 62650	*	*Bid does not meet qualifications for the following reasons: 1. Contractor did not provide suitable bid bond. 2. No subcontractors used, but prime contractor is not qualified for asbestos abatement. 3. Contractor did not acknowledge PLA requirement. 4. Contractor did not provide proof of participation in apprenticeship programs approved by the Department of Labor.
S Shafer Excavating, Inc. 4212 Sam's Rd, Pontoon Beach, IL 62040	$584,222.00	

The Department of Public Works recommends that contract PW25-10-41 be awarded to Green Demolition.

2024-504

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-64
DATE OF 1ST READING: 12-3-2024

OFFICE REQUESTING: Public Works
CONTACT PERSON: Matt Gairani
PHONE NUMBER:

EMERGENCY PASSAGE: No [x] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Low Bid
FISCAL IMPACT: $508,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF CONTRACT PW25-10-41 WITH GREEN DEMOLITION CONTRACTORS, INC. FOR THE ABATEMENT AND DEMOLITION AT OLDE TOWNE APARTMENT COMPLEX IN AN AMOUNT NOT TO EXCEED $508,000.00 AND AUTHORIZING A TRANSFER OF APPROPRIATION AUTHORITTY FOR THE OFFICE OF PUBLIC WORKS.

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

Bid Tab Sheet
Contract PW25-10-41

CONTRACTOR / VENDOR NAME: Green Demolition Contractors, Inc.
VENDOR NO: VC-7597

CONTRACT TERM: To Completion
CONTRACT #
Change in Scope Yes [ ] No [ ]

CONTRACT AMOUNT: $508,000.00 (Original amount if change order)
Change Order #
Additional Amount

Method of Purchase (check one)
Previous Ord #s

[X] **Low Bid**
[ ] **Low Bid Meeting Specs**
[ ] **Low Evaluated Bid**
[ ] **Other:**
[ ] **Exception:**
Code Provision:

Is Purchasing Agent approval required? No [ ] Yes [x]
Is Purchasing Agent approval attached? No [ ] Yes [x]

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

EXPENSE

	Fund	Agency	Org	Activity	Object	Amount
1	001	107	GENC	ARPG	1901	$508,000.00

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	110	WORK	ARPG	1232	$508,000.00
2						
4						

FUNDS CHECK BY: Crystal Alfred **Date:** 11-26-2024
DIRECTOR / SUPERVISOR SIGNATURE **Date:**
CITY PURCHASING AGENT: Michael Lehr **Date:** 11-26-2024

COMMENTS

This ordinance authorizes the execution of the contract and a transfer of appropriation authority. This contract provides for the abatement and demolition of the five buildings at the Olde Towne Apartment Complex for which court orders for demolition have been issued. This ordinance provides for this work to be funded with ARPA funds. The Olde Towne Apartment Complex is located at Jefferson & Bruns in Springfield.

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM) 11/26/2024

S\Excel\Forms\24-64 Green Demoltion - Olde Towne Apt Demo The information supplied on this form is not confidential information. Revised 5/26/04

2024-504

AN ORDINANCE AUTHORIZING A LOAN AGREEMENT TO INCUR DEBT IN AN AMOUNT NOT TO EXCEED $2,500,000.00 FOR THE COST OF ENGINEERING AND CONSTRUCTION WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S WATER POLLUTION CONTROL LOAN PROGRAM, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield, Sangamon County, Illinois, ("City") is a home rule unit of government and operates its sewerage system ("the System") and in accordance with the provisions of Article VII, Section 6(a) of the 1970 Illinois Constitution and the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.* (collectively "the Act"); and

WHEREAS, the Mayor and City Council of the City ("the Corporate Authorities") have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

> The project consists of rehabilitating the existing brick, clay, and concrete combined sanitary and storm sewers within downtown Springfield by means of cured- in- place pipe (CIPP) and removal and replacement.
>
> The project is in downtown Springfield along Second Street from Adams Street to Union Street, Fifth Street from Cook Street to Town Branch Sewer Main (prior to E. Jackson Street), and Sixth Street from Reynolds Street to Miller Street.

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation ("the Project"), all in accordance with the plans and specifications prepared by the consulting engineers of the City which Project has a useful life of 50 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is $2,500,000.00, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from City of Springfield, Sewer Revenue Fund, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of $2,500,000.00 to provide funds to pay the costs of the Project; and

2024-505

WHEREAS, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the Illinois Environmental Protection Agency.

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

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq*.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed $2,500,000.00.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the City of Springfield, Sewer Revenue Fund, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF CITY OF SPRINGFIELD

Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from Sewer Revenue Fund, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The mayor is hereby authorized to make an application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT

The mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 8. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

SECTION 10. That this ordinance shall become effective immediately upon its passage and recording by the Office of City Clerk

PASSED:____________________, 2024

RECORDED:_________________, 2024

ATTEST: __________________________
City Clerk Frank Lesko

Requested by: Mayor Misty Buscher

SIGNED:____________________,2024

____
Mayor Misty Buscher

Approved as to legal sufficiency:

/ 11/26/24
Office of Corporation Counsel /Date

WATER POLLUTION CONTROL LOAN PROGRAM
SAMPLE ORDINANCE AUTHORIZING LOAN AGREEMENT
HOME RULE ENTITY (e.g. Village, City, Town)

Loan applicants or their attorney are requested to contact Stephanie Flowers at the Illinois EPA, Division of Legal Counsel (217/782-5544; stephanie.flowers@illinois.gov) to discuss the attached Sample Ordinance and Dedicated Source of Revenue Requirement.

Rev. 3/06

SAMPLE ORDINANCE AUTHORIZING LOAN AGREEMENT
(WATER POLLUTION CONTROL LOAN PROGRAM --HOME RULE ENTITY)

ORDINANCE NUMBER ______________

AN ORDINANCE authorizing the [ENTITY e.g., City/Village/Town] of ____________, __________County, Illinois, to borrow funds from the Water Pollution Control Loan Program

WHEREAS, the [ENTITY] of __________, _____________County, Illinois, operates its sewerage system ("the System") and in accordance with the provisions of the [insert Home Rule Article of the Illinois Constitution] and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively "the Act"); and

WHEREAS, the [MAYOR//PRESIDENT and CITY COUNCIL/BOARD OF TRUSTEES] of the [ENTITY] ("the Corporate Authorities") have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

[INSERT PROJECT DESCRIPTION]

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation ("the Project"), all in accordance with the plans and specifications prepared by the consulting engineers of the [ENTITY], which Project has a useful life of __________years [**must be greater than the maturity period state below**]; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is $____________, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

2024-505

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in _______years (**cannot be more than 20 years [30 years if eligible under 35 Ill. Adm. Code 365.220(b)]**), which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the [ENTITY] from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from [insert SOURCE OF REVENUE, e.g., revenues of the System, sales tax, etc.] and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the [ENTITY] is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of $_______________ to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the [ENTITY] shall be made pursuant to a Loan Agreement, including certain terms and conditions between the [ENTITY] and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the [ENTITY] of __________, ____________ County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the [ENTITY] to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the

purpose of constructing the Project, it is hereby authorized that funds be borrowed by the

[ENTITY] in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed $_______________.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the [DEDICATED REVENUES, e.g., revenues of the System], so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the [ENTITY] may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the [ENTITY] to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF [ENTITY]

Repayment of the loan to the Illinois Environmental Protection Agency by the [ENTITY] pursuant to this Ordinance is to be solely from the revenue derived from [insert SOURCE OF REVENUE, e.g., revenues of the System], and the loan does not constitute an indebtedness of the [ENTITY] within the meaning of any constitutional or statutory limitation.

(Note: Sources of revenue other than revenues of the system may not qualify for the exemption contained in this model paragraph.)

SECTION 5. APPLICATION FOR LOAN

The [APPROPRIATE OFFICIAL] is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. OUTSTANDING BONDS

(Please keep the sentence that is applicable and remove the other two.)

The [ENTITY] has outstanding bonds, payable from revenues of the system, that are senior to the loan authorized by this Ordinance, and the [ENTITY] establishes an account, coverage, and reserves equivalent to the account(s), coverage(s) and reserve(s) as the senior lien holders in accordance with 35 Ill. Adm. Code 365.350(a)(10)(C)(WPC).

OR

The [ENTITY] has outstanding bonds that are payable from revenues of the system but the outstanding bonds are not senior to, but on parity with, the loan authorized by this Ordinance. **OR**

The [ENTITY] has no outstanding bonds that are payable from revenues of the system.

SECTION 8. AUTHORIZATION OF [MAYOR/PRESIDENT] TO EXECUTE LOAN AGREEMENT

The [MAYOR/PRESIDENT] is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the [MAYOR/ PRESIDENT] for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

PASSED by the Corporate Authorities
on ________________, 20___.

APPROVED __________, 20___

____
[President/Mayor]

[Entity]

______________, County, Illinois

AYES: ________________________
NAYS: ________________________
ABSENT: ________________________
PUBLISHED in the ________________on ______________, 20_____.
RECORDED in the [ENTITY] Records on ______________, 20_____.

ATTEST:

____
[ENTITY] Clerk
[ENTITY] of ____________
___________County, Illinois

2024-505

CERTIFICATION

I, __________, do hereby certify that I am the duly elected, qualified and acting Clerk of the [ENTITY] of __________. I do further certify that the above and foregoing, identified as Ordinance Number _________, is a true, complete and correct copy of an ordinance otherwise identified as [insert TITLE OF ORDINANCE], passed by the [Board of Trustees/City Council] of the [Entity] of _______ on the ____ day of __________, 20__, and approved by the [President/Mayor] of the [ENTITY] of ____________ on the same said date, the original of which is part of the books and records within my control as Clerk of the [ENTITY] of __________.

Dated this ____ day of _______, 20___.

____
Clerk of the [ENTITY] of __________

2024-505

Rev. 3/06

ORDINANCE AUTHORIZING A LOAN AGREEMENT FOR $11,000,000 FROM THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S WATER POLLUTION CONTROL LOAN PROGRAM

WHEREAS, the City of Springfield, Sangamon County, Illinois, ("City") is a home rule unit of government and operates its sewerage system ("the System") in accordance with the provisions of Article VII, Section 6(a) of the 1970 Illinois Constitution and the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq*. (collectively "the Act"); and

WHEREAS, the mayor and city council of the City ("the Corporate Authorities") have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

The proposed work ("Work") is officially known as the Sewer Repair and CIPP Project. The work includes installing a cured in place pipe (CIPP) liner system on the sewers identified in the plans. Specifically the work shall include notification to affected property owners, bypass pumping of sewer flows, cleaning the sewers to be lined, addressing any defects that would impact the lining process, lining the sewers with a CIPP lining system, installing T-liner sewer lateral lining systems, and providing post lining video documentation of the liner and sewer restoration. Pipe sizes include 8", 10", 12", 15", 24", 33", 36", 42", 36"x40", and 42"x46" brick, clay and concrete sewers.

Projects Include:
Town Branch Sewer District: Reynolds Street Sewer Rehabilitation
Town Branch Sewer District: Jefferson Street Sewer Rehabilitation
Town Branch Sewer District: Monroe Street Sewer Rehabilitation
Southlawn Sewer District: Franklin Park Subdivision Rehabilitation
Cook Street Sewer District: Carpenter Street Sewer Rehabilitation

This Work and additional projects are further described in the *City of Springfield, Office of Public Works, Sewer Division – Facilities Plan 2014 and 2015* as approved by the Illinois Environmental Protection Agency June 27, 2014. (Springfield / L175122).

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation ("the Project"), all in accordance with the plans and specifications prepared by the consulting engineers of the City which Project has a useful life of 50 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is $10,690,400, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 *et seq.*, at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from City of Springfield, Sewer Revenue Fund, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of $11,000,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the Illinois Environmental Protection Agency.

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

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed $11,000,000.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the City of Springfield, Sewer Revenue Fund, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF CITY OF SPRINGFIELD

Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from Sewer Revenue Fund, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The mayor is hereby authorized to make an application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT

The mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 8. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

SECTION 10. That this ordinance shall become effective immediately upon its passage and recording by the Office of City Clerk

PASSED:____________________, 2015

SIGNED:____________________,2015

RECORDED:__________________, 2015

____
Mayor J. Michael Houston

ATTEST: ____________________________
City Clerk Cecilia K. Tumulty

Requested by: Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Greenley / 1/29/15
Office of Corporation Counsel /Date

2015-041

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-4
DATE OF 1ST READING: 2/3/2015

OFFICE REQUESTING: Public Works
CONTACT PERSON: John Higginbotham
PHONE NUMBER: 789-2260 ext 229

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Loan Agreement
FISCAL IMPACT:

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

SUGGESTED TITLE:
AN ORDINANCE AUTHORIZING A LOAN AGREEMENT TO INCUR DEBT IN AN AMOUNT NOT TO EXCEED $11,000,000 WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S WATER POLLUTION CONTROL LOAN PROGRAM.

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

CONTRACTOR / VENDOR NAME: STATE OF ILLINOIS
VENDOR NO: 0STA 4950

CONTRACT TERM:
CONTRACT #
Change in Scope Yes [ ] No [ ]

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

Method of Purchase (check one) Previous Ord #s

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[X] Other: AGREEMENT
[ ] Exception:
Code Provision:

Is Purchasing Agent approval required? No [X] Yes [ ]
Is Purchasing Agent approval attached? No [X] Yes [ ]

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	015	110	SEWR	SEWR	0282	$11,000,000.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: [signature] Date: 01/26/2015
DIRECTOR / SUPERVISOR SIGNATURE [signature] Date: 1/28/15
CITY PURCHASING AGENT: [signature] Date: 1/26/15

COMMENTS

This ordinance authorizes a loan agreement with the Illiinois EPA to borrow fund in an amount not to exceed $11,000,000 and authorizes the Mayor to sign loan documents.

SIGN OFF: [signature] (Mayor's Signature) [signature] (Director of OBM) 9509

S\Excel\Forms\15-4 IEPA SRF Authorization to incur debt.xls The information supplied on this form is not confidential information. Revised 5/26/04

2024-505

2024-505

ORDINANCE FACT SHEET

REQUEST FORM NO: ____________
DATE OF 1ST READING: ____________

OFFICE REQUESTING: Public Works
CONTACT PERSON: Matt Gairani
PHONE NUMBER: 217-789-2255 x5239

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Loan Agreement
FISCAL IMPACT: ____________

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A LOAN AGREEMENT TO INCUR DEBT IN AN AMOUNT NOT TO EXCEED $2,500,000.00 FOR THE COST OF ENGINEERING AND CONSTRUCTION WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S WATER POLLUTION CONTROL LOAN PROGRAM.

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

CONTRACTOR / VENDOR NAME: STATE OF ILLINOIS **VENDOR NO:** 0STA 4950

CONTRACT TERM: ____________ **CONTRACT #** ____________ **Change in Scope** Yes [ ] No [ ]

CONTRACT AMOUNT: ____________ (Original amount if change order) | **Change Order #** | **Additional Amount**

Method of Purchase (check one) **Previous Ord #s** ____________

[ ] **Low Bid** [X] **Other:** AGREEMENT **Is Purchasing Agent approval required?** No [X] Yes [ ]
[ ] **Low Bid Meeting Specs** [ ] **Exception:** ____________ **Is Purchasing Agent approval attached?** No [X] Yes [ ]
[ ] **Low Evaluated Bid** **Code Provision:** ____________

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	015	110	SEWR	0EPA	~~2304~~	$ 2,500,000.00
2					8010	
3						
4						

dh

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: Courtney [signature] **Date:** 11-14-2024

DIRECTOR / SUPERVISOR SIGNATURE [signature] **Date:** 14 NOV 24

CITY PURCHASING AGENT: J Michael Lenk **Date:** 11-14-24

COMMENTS

This ordinance authorizes a loan agreement with the Illinois EPA to borrow funds in an amount not to exceed $2,500,000.00 and authorizes the Mayor to sign loan documents. The project consists of rehabilitating the existing brick, clay, and concrete combined sanitary and storm sewers within downtown Springfield by means of cured- in- place pipe (CIPP) and removal and replacement. The project is in downtown Springfield along Second Street from Adams Street to Union Street, Fifth Street from Cook Street to Town Branch Sewer Main (prior to E. Jackson Street), and Sixth Street from Reynolds Street to Miller Street.

SIGN OFF: [signature] (Mayor's Signature) GBM

J Michael Lenk for RM (Director of OBM) 11-14-2024

S\Excel\Forms\Copy of Ordinance Fact Sheet — The information supplied on this form is not confidential information. — Revised 5/26/04

2024-505

2024-506

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR EL TAPATIO DE JALISCO, INC. D/B/A LIL FIESTA LOCATED AT 1101 S. 9th STREET

WHEREAS, El Tapatio De Jalisco, Inc. currently holds a Class "D" liquor license for the business known as Lil Fiesta located at 1101 S. 9th Street; 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 El Tapatio De Jalisco, Inc. d/b/a Lil Fiesta located at 1109 S. 9th 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:

/ 11/26/24
Office of Corporation Counsel / Date

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2024-506

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:		CONTACT:		PHONE #:
12/3/2024	Business Licensing		Todd Oliver		788-8411 ex. 4960
LICENSEE:	El Tapatio De Jalisco, Inc. dba Lil Fiesta				
LOCATION:	1101 S. 9th 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	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 **Date**

C:\Users\kchilders\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\KS7M1I5B\Decrease Class D Lil Fiesta.docx Tracking No.

2024-506

2024-507

AN ORDINANCE ACCEPTING CONTRACT PD25-27 WITH AMCO FENCE COMPANY FOR THE PURCHASE AND INSTALLATION OF REPLACEMENT GATES AND OPERATORS AT THE SPRINGFIELD POLICE PARKING GARAGE AND PEDESTRIAN RAMP ON CAPITOL AVENUE FOR A TOTAL CONTRACTUAL AMOUNT NOT TO EXCEED $76,780.00, FOR THE CITY OF SPRINGFIELD

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 requested proposals pursuant to RFP #PD25-27 and pursuant to requirements of Section 38.38(a) of the Purchasing Code, the City Purchasing Agent has previously made a determination that it would be neither practicable nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these services; and

WHEREAS, AMCO Fence Company submitted the only responsible bid under proposal RFP #PD25-27 to furnish to furnish all labor, material, equipment, and services to complete the installation, removal, and disposal for the gates and operates at Springfield Police Parking Garage as well as to furnish and install a Pedestrian Gate at the 1st floor/Ground Level West Stairwell of the Capitol Avenue Parking Garage, in an amount not to exceed $76,780.00; and

WHEREAS, a copy of RFP #PD25-27 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 Contract #PD25-27 with AMCO Fence Company for the purchase and installation of replacement gates and operators at the Police Parking Garage and Pedestrian Ramp on Capitol Avenue, for a contractual amount not to exceed $76,780.00. The Mayor and City Clerk are authorized to execute contract #CS4-29 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to AMCO Fence Company (AM003741) in the amount not to exceed $76,780.00 from expenditure account number 095-107-GENC-MOVE-2307.

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

PASSED:____________________, 2024 **SIGNED:**____________________, 2024

RECORDED:____________________, 2024

____
Mayor Misty Buscher

ATTEST: ________________________
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

/ 11/26/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

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2024-507

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

MEMORANDUM

TO: Office of Public Works and Springfield Police Department

FROM: Mike Lesko, Purchasing Agent JML

DATE: October 30, 2024

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# PD25-27; Replacement Gates and Operators at the Springfield Police Parking Garage with AMCO Fence Company for the funish and installation of reference equipment for the City of Springfield.

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

300 SOUTH SEVENTH STREET, ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

2024-507

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

PUBLIC WORKS

Contact Person: Purchasing Agent
Telephone: 217·789·2191

Date: May 22, 2024
Fax: 217·789·2207

Request for Proposal Index No: PD25-27
Request for Proposal Name: Replacement Gates and Operators at Police Parking Garage
Pre-Bid Meeting: N/A
Bid Security: N/A

Due Date: Thursday, June 20, 2024 @ **3:00 P.M. Central Time USA**

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #200 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated . All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

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

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

Name of Vendor: AMCO Fence Co, Inc.

Contact Name: Erick Irwin

Vendor Address: 2919 S. MacArthur Blvd Spfld, IL 62704

Vendor E-Mail: amcofence22@yahoo.com

Phone: 217-787-2921 **Fax:** N/A

2024-507

SECTION III

CERTIFICATIONS AND SIGNATURE OF BIDDER

1. The undersigned bidder submits with this proposal and bid sheet, all information as called for, together with complete manufacturer's specifications covering any equipment bid upon.

2. The undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for 50+ years and respectfully invites your attention to the following products and/or services:

Fence & Gates

3. The following proposal or bid sheet may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. If written notice of the acceptance of this proposal or bid sheet is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the Contract Execution Page provided in Section IV of this booklet.

The undersigned bidder hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered as follows:

2919 S. MacArthur Blvd.

Spfld, IL 62704

(City, State and Zip Code)

Name and telephone number of person to contact regarding this bid

Name: Erick Irwin

Phone: 217-787-2921

2024-507

4. 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.

Signature of Bidder

5. 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.

Signature of Bidder

6. 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.

Signature of Bidder

7. The undersigned bidder agrees to make and comply with the commitments to provide equal employment opportunity in accordance with the requirements of Title 9, Chapter 93, and Section 93.13 of the Code of the City of Springfield as described in paragraph 22(c) of the Instructions to Bidders.

Signature of Bidder

8. In order to receive the Preference for Domestic Products, the bidder must certify by placing his/her signature in the space provided below that the products being offered conform to the definition of "Domestic Product" described in paragraph 22(d) of the Instructions to the Bidders.

Signature of Bidder

2024-507

9. All contractors bidding on Annual Goal Contracts with the City shall, in accordance with the requirements contained in this booklet pertaining to minority and female owned businesses, certify to the availability or non-availability of Subcontracting Opportunities by affixing their signature to the statement below that applies to this bid. If the contractor certifies to either (a) or (b) below the contractor is required to attach proof of publication and complete the MBE/FBE Utilization Form attached hereto as Attachment A. If the contractor certifies to (c) below, the contractor is required to attach an approved M/FBE Participation Waiver Request found in Attachment C.

(a) The undersigned bidder will award no subcontracts in the performance of this contract.

Lillian Christofilles

Signature of Bidder

(b) The undersigned bidder will award subcontracts in the performance of this contract and all proposals received from the interested MBE/FBE businesses are listed on Attachment A.

____

Signature of Bidder

(c) The undersigned bidder will award subcontracts in the performance of this contract but has received no proposals from interested MBE/FBE businesses in response to the bidder's advertisement prior to submitting this bid. (Submit Attachment C)

____

Signature of Bidder

10. In order to receive the preference for local bidders described in paragraph 22(e) of the Instructions to Bidders, the bidder must certify by placing his/her signature in the space provided below, that the bidder has established and maintained a physical presence with the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, by virtue of the ownership or lease of all or a portion of a commercial building for a period of not less than twelve consecutive months prior to the submission of a bid; and the local vendor employs a minimum of two full-time employees at a location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, and those employees spend the majority of their work time at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor; and the local vendor is legally authorized to conduct business within the State of Illinois and the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor.

* Lillian Christofilles

Signature of Bidder

2024-507

11. The undersigned bidder hereby certifies that it and any subcontractors who will be performing work under this public works project are participants in an applicable apprenticeship and training program or programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training

___

Signature of Bidder

12. Pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1), each bidder must supply with its proposal, a complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of State or Federal laws, which protect the health, safety, or welfare of workers, including but not limited to the Occupational Health and Safety Relations Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity with whom it is submitting the bid, including joint ventures and partners, and also including parent and subsidiary corporations or entities. Any bidder who willfully fails or refuses to include the information required, or whose report of such information is substantially incomplete, inaccurate, or untruthful shall be disqualified and its bid shall be rejected.

The undersigned bidder hereby certifies that the following is a complete, accurate and truthful listing and description of all information required pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1).

___

Signature of Bidder

13 (a) If your organization is a corporation, limited liability company, limited liability partnership, or limited partnership, etc., you must provide a copy of your current certification of good standing from your State of incorporation with your bid. Failure to do so may result in the rejection of your bid.

x Lillian Christoffel

Signature of Bidder

13 (b) Pursuant to Illinois law as it pertains to foreign corporations, foreign limited liability companies, foreign limited liability partnerships, or foreign limited partnerships; you may be required to register with the Illinois Secretary of State. A foreign entity is an entity organized or incorporated in a state other than Illinois. The undersigned bidder hereby certifies that it has examined the relevant statutes and determined that either: (1) It is not required to register as a foreign entity with the Illinois Secretary of State; or (2) It is required to register as a foreign entity with the Illinois Secretary of State, that is has so registered, and that proof of registration is attached hereto

___

Signature of Bidder

14. Pursuant to Section 38.47 of the City of Springfield Code of Ordinances, 1988, as amended, the undersigned bidder hereby certifies that it and any subcontractors (if any) it employs to perform work under a contract for the City of Springfield does not employ unauthorized aliens as defined in the Federal Immigration and Nationality Act (8 U.S.C. 1101 *et seq.*, Section 274A).

Lillian Christofilakos

Signature of Bidder

2024-507

PRICE PAGE FOR
REPLACEMENT GATES & OPERATORS
AT SPRINGFIELD POLICE PARKING GARAGE

1.0 PRICING

A. The undersigned bidder proposes to furnish all labor, material, equipment, and services to complete the installation, removal, and disposal for the gates and operates at Springfield Police Parking Garage referenced proposal. The price provided shall be valid for ninety days from the date received.

B. Lump Sum Pricing $ 68,890

Option A: Include Cost of Electrical Installation for all gates and operators:

Lump Sump Pricing: $____________

Option B: Furnish and Installation of a Pedestrian Gate at the 1st floor/Ground Level West Stairwell of the Captiol Avenue Parking Garage:

Lump Sump Pricing: $ 7,980

The City reserves the right to select either, both or no options based on cost and its budget availability.

2.0 SCHEDULE

Identify schedule in terms of number of working days from the contract award date:

Number of days to begin project after Notice to Proceed: 40-50 working days.

Estimated number of days to complete project: 5-10

Exceptions/Clarifications: Gates may take 6-8 weeks to be delivered from manufacturer
West gate - To be gate / posts only. Picture provided of east stairwell has no gate & would need to be manufactured by steel company & installed.

2024-507

Amco Fence
2919 South MacArthur Boulevard
Springfield, IL 62704
217-787-2921 Office
217-787-8086 Fax

June 20, 2024

City of Springfield
Office of Budget and Management – Purchasing
300 South Seventh Street – Room #200 MCW
Springfield, IL 62701

Project: PD25-27 Police Parking Garage

Project: Ornamental Gates and Operators
Location: Employee Parking Garage

To replace the existing rolling gates with new ornamental cantilever sliding gates and electric operators.

To remove and dispose of the existing gates.

Manufacturer: Ameristar Transport Traverse
Height: 8' Tall
Color: Black
Pickets: 1" square

Entrance Side: 24' Opening
Exist Side: 26' Opening
Gate Operators: Liftmaster INSL24UL (includes photo eye and safety edge)
To install an exit loop on the exit side

Labor and Materials: $68,890
*Power to be ran to and hooked up to operators by others
**Entry system to be installed by others

West Stairwell
To install a 4' wide x 8' tall walk gate to close off the stairs. Posts to be plate mounted to the concrete. To install a brace rail across the top of the gate to close off the gap from the top of the gate to the concrete deck above.

Labor and Materials: $7,890
*Gate entry system to be installed by others

Thank you,

Erick Irwin
AMCO Fence Co., Inc.

Amcofence22@yahoo.com

2024-507

ATTACHMENT A

SUBCONTRACTOR UTILIZATION STATEMENT

Section I (select all that apply)

☐ Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project

☐ Non Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project

☒ No subcontractors will be utilized on this project

Section II

Prime Contractor: AMCO Fence Co. Inc.

Project: Replacement Gates & Operators @ Police Parking Garage

Total Contract Value: $76,870

Name:

Address: 2919 S. MacArthur Blvd., Spfld IL 62704

Phone: 217-787-2921

Contact Person: Erick Irwin

Email: amcofence22@yahoo.com

Ownership Status: MBE ☐ FBE ☐ Non-MBE/FBE ☐

Section III

Selected Subcontractors

Subcontractor Name	MBE,FBE or Non M/FBE	Amount	% of Total Contract	Scope of Work
N/A				
TOTALS				

* *If more than seven firms are utilized, please copy the form and attach the additional information*

Section IV

Subcontractors that submitted bids but were not selected (M/FBE Only)

Subcontractor Name	Scope of Work Bid	Denial Reason
N/A		

2024-507

**If more than seven firms submitted quotes, please copy the form and attach the additional information.*

Section V

Subcontractors Contacted (M/FBE Only)

Subcontractor Name	Method of Contact	Contact Outcome
N/A		

**If more than seven firms submitted quotes, please copy the form and attach the additional information*

Section VI

Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City Annual Goal Contracts.

This form must be completed and submitted with bid. *ALL subcontractors intended for use on this project shall be listed in Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participate.*

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.

* Signature of Prime Contractor: Lillian [illegible]

* Date: 6/20/24

FOR OFFICE USE ONLY

☐ Approved ☐ Disapproved

Reviewed by: ______________________ Date: ____________

N/A

ATTACHMENT B

CITY OF SPRINGFIELD, ILLINOIS
"CERTIFICATE OF PUBLICATION" SUGGESTION OF ADVERTISEMENT
NOTICE TO MINORITY AND FEMALE OWNED BUSINESSES

__________________________, _________________________, _________________________
(Name of Company) (Address of Company) (Telephone)

is seeking qualified minority and female owned businesses for the City of Springfield

____________________________________Project for subcontracting opportunities in the
(Project Name)

Following areas: _________________________, _________________________________,

______________________________All interested and qualified minority and female owned

Businesses should contact, **IN WRITING**, (Certified Letter, Return Receipt Requested),

______________________________All negotiations must be completed by _______________
(Company's Contact Person) (Time and Date)

NOTE: The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by minority and female owned businesses in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusive.

2024-507

N/A

ATTACHMENT C

M/FBE PARTICIPATION WAIVER REQUEST

Prime Contractor: ______________________________

Project: ______________________________

Name:____

Address: ______________________________

Phone: ______________________________

Contact Person:______________________________

We hereby request to waive all of the MBE and FBE participation goals on the above named project and subcontract with Non-M/FBEs for the following reason(s). We further affirm that the stated reasons and documents provided are true and correct and not misleading:

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED WHERE INDICATED.)

1. No qualified M/FBEs responded to our invitation to bid. ☐
2. Describe good faith efforts (attach explanation) ☐
3. Describe why waiver is necessary even though received qualified M/FBE proposals (attach explanation) ☐

SIGNED: ______________________________ DATE: ___________
Company Official

Given under my hand and notarial seal this _______ day of ______________________________

(seal)

____
Notary Public

FOR OFFICE USE ONLY

☐Approved ☐Disapproved

Reviewed by: ______________________________ Date: _______________

2024-507

N/A

ATTACHMENT D

CITY OF SPRINGFIELD, ILLINOIS
BIDDER CERTIFICATION REGARDING THE USE OF MINORITY AND FEMALE OWNED BUSINESSES

I ____ do hereby certify that:
(Name)

1. I am _________________________ of the _________________________
   (Position) (Name of Company)

   and have authority to execute this certification on behalf of the firm.

2. This firm, its partners or directors and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the minority and/or female owned business to be used during the performance of the above referenced contract.

Name of Company ____

Signature ____

Title ____

Date ____

Corporate Seal (where appropriate)

On this __________ day of ____________________, 20____, before me appeared

(Name)____

to me personally known, who, being duly sworn, did execute the foregoing affidavit, and

did state that he or she was properly authorized by: _________________________
(Name of Firm)

to execute the affidavit and did so as his or her free act and deed.

Notary Public_________________________ Commission Expires ______________

(Notary Seal)

2024-507

N/A

ATTACHMENT E

CITY OF SPRINGFIELD, ILLINOIS
CERTIFICATION FOR MINORITY OR FEMALE OWNED BUSINESSES

I ____ do hereby certify that:
(Name)

1. I am ____________________ of the ________________________________
(Position) (Name of Company)

   and have authority to execute this certification on behalf of the firm.

2. This firm is a: (check one only)

   [ ] Minority Owned Business (MBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.

   [ ] Female Owned Business (FBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.

3. List major trades or type of business your firm is engaged in ____________________

   Number of years in trade of business ________________________________

4. I will provide, upon written request, through the general contractor or, if no general contractor, directly to the Springfield Office of Community Relations (SOCR), current, complete, and accurate information regarding:

   A. This firm's eligibility to be certified as a MBE/FBE.

   B. Actual work performed on any project and the payment thereof and,

   C. Any proposed changes, in the status of the firm which would render this certificate inaccurate.

5. If this firm is currently certified by any Federal, State or local agency please identify the agency below and attach letter of certification or other proof of certification.

____
(Name of Certifying Agency)

2024-507

File Number 5061-747-5

STATE OF ILLINOIS
OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulias, *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

AMCO FENCE COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 12, 1975, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 20TH *day of* JUNE *A.D.* 2024 .

Authentication #: 2417202634 verifiable until 06/20/2025
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

2024-507

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/19/2024

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: Request for Proposal Award

SUGGESTED TITLE: An Ordinance Accepting Proposal Number PD25-27 with AMCO Fence Company for the purchase and installation of replacement gates and operators at the Police Parking Garage and Pedestrian Ramp on Capitol Avenue for a total contractual amount of $76,780.00 for the City of Springfield

CONTRACTOR / VENDOR NAME: AMCO Fence Company

VENDOR NO: AM003741

CONTRACT TERM: Until Completion

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: $76,780.00
(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☑ Other: RFP Award
☐ 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	095	107	GENC	MOVE	2307	$76,780.00
2						
3						
4						

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

RFP Proposal

STAFF ANALYSIS

Proposals were sought to furnish all labor, material, equipment, and services to complete the installation, removal, and disposal for the gates and operates at Springfield Police Parking Garage as well as to furnish and install a Pedestrian Gate at the 1st floor/Ground Level West Stairwell of the Captiol Avenue Parking Garage.

The existing gates and operators are in disrepair and inoperable.

The Cost for the Gate Replacement is $68,890.00. The Cost for the Pedestrian Gate is $7,980.00

AMCO submitted the only response to the RFP and is recommended for this work. AMCO is a local vendor.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2024.10.31 07:02:32 -05'00' **Date:**

DIRECTOR / SUPERVISOR: **Date:**

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.10.30 15:40:45 -05'00' **Date:**

SIGN OFF: (Mayor's Signature) GEM

Metzger, Ramona M. Digitally signed by Metzger, Ramona M. Date: 2024.11.19 16:24:46 -06'00'
(Director of OBM)

The information supplied on this form is not confidential information.

2024-507

AN ORDINANCE LEVYING AND ASSESSING TAXES 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, the Illinois Pension Code requires the City to annually levy a tax upon all taxable property within the City, to be used along with revenue available from other resources to meet the annual actuarial requirements of the Police and Firefighters' Pension Funds, which shall be in addition to the amounts authorized to be levied for general corporate purposes under Section 8-3-1 of the Illinois Municipal Code, and the City Council now desires to levy and collect taxes for such additional purposes.

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

Section 1: **(a)** Pursuant to Section 3 below, the estimated amount available to levy is thirteen million ($13,000,000.00) dollars which will produce an amount which, when added to revenue from other sources, will be equal to a sum sufficient to meet the annual actuarial requirements of the Firefighters' Pension Fund, as determined by an enrolled actuary employed by the City, pursuant to Section 4-118 of the Illinois Pension Code.

Pursuant to Section 4-118 of the Illinois Pension Code, there is hereby levied the sum of thirteen million ($13,000,000.00) dollars upon all taxable property subject to taxation within the City, at the fair cash value as the same is equalized or assessed by the Department of Revenue of the State of Illinois, for State and County purposes, as follows:

Firefighters' Pension Fund		
001-108-FIRE-FOPR-1182	**Retirement-City Portion**	**$13,000,000.00**

(b) The estimated amount available to levy is thirteen million ($13,000,000.00) dollars which will produce an amount which, when added to revenue from other sources, will be equal to a sum sufficient to meet the annual actuarial requirements of the Police Pension Fund, as determined by an enrolled actuary employed by the City, pursuant to Section 4-118 of the Illinois Pension Code.

Pursuant to Section 3-125 of the Illinois Pension Code, there is hereby levied the sum of thirteen million ($13,000,000.00) dollars upon all taxable property subject to taxation within the City, at the fair cash value as the same is equalized or assessed by the Department of Revenue of the State of Illinois, for State and County purposes, as follows:

Police Pension Fund		
001-112-POLC-POPR-1181	**Retirement-City Portion**	**$13,000,000.00**

Said tax shall be in addition to any other sums herein levied and shall be in addition to all other taxes authorized by Section 8-3-1 of the Illinois Municipal Code.

The levy amounts in Sections (a) and (b) shall be equally adjusted to produce a rate, which will cause the cumulative rate to equal **.9385%,** upon the aggregate valuation of all property within the corporate limits of the City of Springfield subject to taxation, as the property is equalized or assessed by the Illinois Department of Revenue.

Section 2: Whenever there is not sufficient money in the Treasury of the City to meet and defray all necessary expenses and liabilities payable therefrom, warrants against and in anticipation of the tax or taxes levied by this ordinance for the purpose or purposes for which there is not sufficient money shall be drawn by the Mayor and the Director of the Office of Budget and Management and shall be endorsed by the City Treasurer and shall be delivered by the Director of the Office of Budget and Management to the individual, partnership, corporation, group or association advancing to the City cash to the full face value and account of such warrant or warrants. Such warrant or warrants shall be issued in the amount actually required to meet and defray such expenses and liabilities but shall in no case exceed seventy-five percent (75%) of the total of the tax or taxes so anticipated.

The cash received by the City from the issuance and delivery of any such tax anticipation warrant or warrants shall be deposited in the City Treasury and in general or special funds thereof into which such taxes, when collected, are respectively payable. Any such warrant or warrants when issued shall show upon their face they are payable in the numerical order of their issuance solely from the taxes against which they are drawn and tax or taxes against which said warrants are drawn, when collected, shall be set apart and held for the payment of such warrants.

Section 3: The City Clerk of the City shall file with the County Clerk of the County of Sangamon, State of Illinois, a certified copy of this ordinance and the County Clerk shall ascertain the rate per cent which, upon the total value of all property subject to taxation within the City of Springfield, at the fair cash value as the same is equalized or assessed by the Department of Revenue of the State of Illinois, for State and County purposes, for the current statutory contributions for the Police and Firefighters' Pension Funds, will produce the net amounts levied by this ordinance and ordered certified. Provided, however, if said rate does not equal **.9385%,** then the adjustment provided for in **Section 1** of this ordinance shall be made. The County Clerk shall then extend the tax upon the books of the collector of State and County taxes within the City as provided by law.

Section 4: This tax levy ordinance is adopted pursuant to the procedure set forth in the Illinois Municipal Code and the City of Springfield's home rule power as set forth in Section 6 of Article VII of the Illinois Constitution of 1970. Any tax rate limitation, other substantive or procedural limitations, or provisions of state law in conflict with this ordinance shall not be applicable to this ordinance pursuant to Section 6 of Article VII of the Illinois Constitution of 1970.

Section 5: This ordinance shall become effective immediately after its passage and recording.

PASSED:____________________, 2024 **SIGNED: ____________________, 2024**

RECORDED:____________________, 2024

____
Mayor Misty Buscher

ATTEST:________________________
City Clerk Frank Lesko

Approved as to legal sufficiency:

11/26/24
Office of Corporation Counsel

Requested by: Mayor Misty Buscher

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2024-508

TRUTH IN TAXATION

CERTIFICATE OF COMPLIANCE

I, the undersigned, hereby certify that I am the presiding officer of the City of Springfield, and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of 35 ILCS 200/18-60 through 200/18-85, "Truth in Taxation Law."

The notice and hearing requirements of Sections 18-70, 18-75, and 18-80 are not applicable.

This certificate applies to the 2025 levy.

Presiding Officer ______________________________

GEM

Misty Buscher, Mayor

Date: __________________, 2024

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2024-508

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:
DATE OF 1ST READING: 12/3/24

OFFICE REQUESTING: OBM

CONTACT PERSON: Jeff Blazis
PHONE NUMBER:

EMERGENCY PASSAGE: No [x] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Tax Levy

FISCAL IMPACT: $

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

SUGGESTED TITLE:

AN ORDINANCE LEVYING AND ASSESSING TAXES 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.)
Tax Levy

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:**
[ ] **Low Bid Meeting Specs** [ ] **Exception:**
[ ] **Low Evaluated Bid** **Code Provision:**

Is Purchasing Agent approval required? No [x] 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	GENC	VARI	0010	26,000,000
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: Courtney Heus **Date:** 11-21-2024
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 11-21-24
CITY PURCHASING AGENT: **Date:**

COMMENTS

This levy assumes no tax rate increase and provides partial funding of the statutory contribution.The amount is based on a growth rate under the threshold for a Truth in Taxation hearing.

The dollar amount is an estimate. The City levies a rate rather than an amount. The assessment is not completed until well after the levy is passed. The amount in Section 1 is adjusted by the County Clerk to cause the total rate levied by the City to be .9385 per $100 of EAV. The EAV growth estimate is 1.0% over FY25.

SIGN OFF: (Mayor's Signature) GEM (Director of OBM) 11-21-24

The information supplied on this form is not confidential information.

2024-508

2024-509

AN ORDINANCE ACCEPTING THE PROPOSAL FROM TRAFFIC CONTROL PRODUCTS AUTHORIZING THE PURCHASE AND INSTALLATION OF PHASE 3 OF AN EMERGENCY VEHICLE TRAFFIC PRE-EMPTION SYSTEM, IN AN AMOUNT NOT TO EXCEED $184,900.00, FOR THE SPRINGFIELD FIRE DEPARTMENT

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

WHEREAS, the Springfield Fire Department desires to purchase Phase3 of an Emergency vehicle Pre-emption system consisting of 20 intersection controls and 2 vehicle controls; and

WHEREAS, Traffic Control Products is willing to provide and install Phase 3 of an Emergency vehicle Pre-emption system for an amount not to exceed $184,900.00 pursuant to Quote Q-69789; and

WHEREAS, this is a multi-phase project that will take place over the course of the next four years; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that Traffic Control Products is a sole source vendor for this purchase and, therefore, is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40 pertaining to Sole Source Procurement; and

WHEREAS, pursuant to the above determination, the City Purchasing Agent recommends Traffic Control Products for purchase and installation of Phase 3 of an Emergency vehicle Pre-emption system for the Springfield Fire Department.

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

Section 1: That the City Council hereby accepts the proposal from Traffic Control Products and authorizes the purchase and installation of Phase 3 of an Emergency vehicle Traffic Pre-emption system for an amount not to exceed $184,900.00 under Quote Q-69789. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Traffic Control Products (VC*8355) in an amount not to exceed $184,900.00 from the following account numbers:

001-108-FIRE-FOPR-1604	$147,533.00
001-108-FIRE-ARPG-1604	$37,367.00
TOTAL:	**$184,900.00**

S:\WPDOCS\Ordinances\Fire\2024\Contract\Traffic Control Products $184,900.00.doc

2024-509

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

PASSED: ____________________, 2024 **SIGNED: ____________________, 2024**

RECORDED: ________________, 2024

____
Mayor Misty Buscher

ATTEST: ________________________
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

11/26/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\Fire\2024\Contract\Traffic Control Products $184,900.00.doc

2024-509

Traffic Control Products

4565 Glenbrook Rd Willoughby, OH 44094
Office: (440) 951-8929 Fax: (440) 951-8203
www.traffcon.com

QUOTATION # 69789

QUOTATION TO:	
Illinois Project USA	Quotation Date: 10/23/24 Project Bid Date: Job Reference: Opticom - Springfield, IL

Attention:	Customer Reference:	F.O.B.:	Freight Terms:	Payment Terms:
Estimator		Destination	Prepaid	Net 30

Item Ref.	Description	Quantity	Unit Price	Extension
	Opticom GPS intersection Equipment	20.00	8,800.00	176,000.00
	Radio Preemption Vehicle Kit (High Priority) Series 2000	2.00	4,450.00	8,900.00
~~**Optional**~~	~~One Way Confirmation Light~~	~~40.00~~	~~250.00~~	~~10,000.00~~
~~**Optional**~~	~~Two Way Confirmation Light~~	~~20.00~~	~~370.00~~	~~7,400.00~~

~~268~~
$268 314.20

$184,900

Note: Unless specifically noted otherwise, this quotation is based upon the items and quantities indicated. Traffic Control Products reserves the right to amend the quoted price should items and/or quantities change

Addl Expense

Tax

TOTAL $ 202,300.00

We are pleased to submit this quotation for your consideration. This quote is valid for 30 days and, thereafter, subject to change without notice. In addition, final pricing will be determined upon release of shipment. We apologize for this inconvenience but our costs are constantly changing without notice. An interest charge of 1.5% per month, as permitted by law, may be assessed on accounts unpaid after 30 days. There will be a 3.50% surcharge on credit card orders.

Prepared By: John Stanoch js@traffcon.com

2024-509

ORDINANCE FACT SHEET

DATE OF 1st READING: ____________

CONTACT PERSON: Ed Canny

OFFICE REQUESTING: Fire Department

PHONE NUMBER: 217-788-8474

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

FISCAL IMPACT: $184,900

SUGGESTED TITLE: An ordinance accepting the proposal from Traffic Control Products for the purchase and installation of Phase 3 of the emergency vehicle traffic pre-emption system consisting of 20 intersection controls and 2 vehicle controls, project installation costs and management in an amount not to exceed $184,900.00.

CONTRACTOR / VENDOR NAME: Traffic control Products **VENDOR NO:** VC0000008355

CONTRACT TERM: Until Completion **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $184,900.00
(Original amount if change order)

Change Order # ____________ **Additional Amount** ____________

Method of Purchase (check one)

☐ **Low Bid**
☐ **Low Bid Meeting Specs**
☐ **Low Evaluated Bid**
☑ **Other:** Sole Source
☐ **Exception:** ____________
Code Provision: ____________

Previous Ord #'s 2023-593

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	108	fire	fopr	1604	$147,533.00
2	001	108	FIRE	ARPG	1604	$37,367.00
3						
4						

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

Quote # 69789

STAFF ANALYSIS

This is a multi-phase project that will take place over the next 4 years. This amount was budgeted and partial to come from ARPA funds.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2024.11.13 11:05:36 -06'00' **Date:** ____________

DIRECTOR / SUPERVISOR: Canny, Edward Digitally signed by Canny, Edward Date: 2024.11.12 10:02:27 -06'00' **Date:** ____________

CITY PURCHASING AGENT: **Date:** ____________

SIGN OFF: ____________ (Mayor's Signature) GBM ____________ (Director of OBM)

The information supplied on this form is not confidential information.

2024-509

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF EDUCATION OF SPRINGFIELD SCHOOL DISTRICT NO. 186 REGARDING SCHOOL SAFETY OFFICERS FROM AUGUST 12, 2024, THROUGH JUNE 3, 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, the City of Springfield operates a Police Department under the direction of the Chief of Police; and

WHEREAS, Springfield School District No. 186 desires to use the services of specially trained police officers in certain schools to promote safety and security and establish positive working relationships between students, staff and the law enforcement community; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an intergovernmental agreement with the Board of Education of Springfield School District No. 186 for reimbursement to the City of Springfield for three school safety officers assigned to work at Lanphier, Southeast and Springfield High Schools from August 12, 2024, through June 3, 2025; and

WHEREAS, the City of Springfield is authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, a copy of the Intergovernmental Agreement shall be located in the Office of the City Clerk; and

WHEREAS, revenue for these services is estimated to be $183,517.00 from August 12, 2024, through June 3, 2025.

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

Section 1: That the City Council hereby approves and authorizes the execution of the Intergovernmental Agreement with the Board of Education of Springfield School District No. 186 regarding School Safety Officers from August 12, 2024, through June 3, 2025.

Section 2: That the Mayor and City Clerk are authorized to execute this agreement on behalf of the City of Springfield.

Section 3: That the Office of Budget and Management is hereby authorized to deposit reimbursement monies for these services into Account Number 001-112-POLC-POPR-0256.

2024-510

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

PASSED: ____________________, 2024 **SIGNED: ____________________, 2024**

RECORDED: ________________, 2024

____
Mayor Misty Buscher

ATTEST: _________________________
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

11/26/24
Office of Corporation Counsel/ Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\SPD\2024\Agreement\District 186 SPD School Safety Officers (8-12-24 thru 6-3-25).doc

2024-510

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND
THE BOARD OF EDUCATION OF SPRINGFIELD SCHOOL DISTRICT NO. 186
REGARDING SCHOOL RESOURCE OFFICERS FOR THE TERM OF
AUGUST 12, 2024 THROUGH JUNE 3, 2025.

THIS AGREEMENT is effective as of the 12th day of August, 2024, between the **CITY OF SPRINGFIELD, ILLINOIS,** a municipal corporation in the State of Illinois acting by and through its Police Department (hereinafter, the "City"), and the **BOARD OF EDUCATION OF SPRINGFIELD SCHOOL DISTRICT NO. 186,** a body politic and corporate of the State of Illinois (hereinafter, the "District").

WITNESSETH:

WHEREAS, the City and the District (collectively, the "Parties") are public agencies as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, pursuant to Section 5 of the Intergovernmental Cooperation Act, the Parties may enter into contracts to perform any governmental activity or undertaking which either party is authorized by law to perform; and

WHEREAS, the City operates a Police Department under the direction of the Chief of Police (the "Chief"); and

WHEREAS, the District desires to use the services of specially trained police officers of the City ("School Resource Officers") in Lanphier High School, Southeast High School and Springfield High School (collectively, the "Schools") to promote safety and security and establish positive working relationships between students, staff and the law enforcement community.

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

Section 1. Purpose. The purpose of this Agreement is for the City to assign School Resource Officers to work in the Schools, to establish the duties and responsibilities of the School Resource Officers, and to establish compensatory and operational guidelines associated therewith.

Section 2. School Resource Officers. The City and the District agree that:

A. The Chief shall select and assign one (1) School Resource Officer to Lanphier High School, Southeast High School and Springfield High School for service for the 2024-25 School Year, commencing on August 12, 2024, and ending on June 3, 2025, during regular school hours. The School Year includes all rescheduled school days resulting from emergencies such as snow.

B. Each School Resource Officer shall be selected, supervised and instructed to perform in accordance with the following description of services:

1. Promote security and safety in the school environment;

2024-510

2. Assist school principal in developing and maintaining security and emergency plans for the school;
3. Monitor school building and grounds;
4. Assist school administrators in disciplinary matters as directed by the principal;
5. Conduct enforcement and investigation of suspected criminal matters consistent with state law and the City's Police Department policy while being sensitive to the needs of the District whenever possible and safe to do so.

C. Regular school hours shall consist of no more than eight (8) hours unless otherwise mutually agreed to by both the City and the District. The Parties acknowledge that the School Resource Officer will generally perform services hereunder on and about the assigned school grounds, and further acknowledge that such duties may require court appearances in respect to District-related matters, investigation of District-related matters, training in respect to District-related matters and bona fide police emergencies, which may require temporary assignment by the Chief to non-District-related matters. As allowed by City Code and the contractual agreement between the City and the Police Benevolent and Protective Association Unit #5, School Resource Officers are entitled to sick, personal, compensatory and vacation ("benefit") time. Should the assigned School Resource Officers be unavailable to work due to use of such benefit time, the City shall attempt to fill the position with another Springfield Police Officer.

D. Each School Resource Officer shall be subject to ongoing approval by the principal of the School to which such School Resource Officer is assigned, which approval shall not be unreasonably withheld.

E. While assigned to the Schools, School Resource Officers shall be subject to the primary direction and supervision of the Springfield Police Department. Secondary direction and supervision may be provided by the principal of the respective Schools as appropriate. To the extent that any such direction shall be inconsistent, the School Resource Officer shall respond to the direction of the School Resource Officer's department supervisor.

F. Conflicts between the City's Police Department policy and the District's needs shall be immediately reported to the Principal of the affected school and the School Resource Officer's immediate supervisor.

<u>Section 3. City Duties and Responsibilities.</u> The City agrees to all of the following:

A. To the extent that District policies and administrative rules shall not conflict with City policies or rules, School Resource Officers shall perform in accordance with such District policies and rules while assigned to the Schools.

B. The City shall perform evaluations of School Resource Officers in accordance with the City's established criteria and procedures, and school principals shall provide written input upon request of the City.

C. The City shall provide each School Resource Officer with a City-owned vehicle or authorize the use of a personal vehicle. The City shall also provide at the City's expense standard law enforcement equipment as routinely provided to other City police officers.

D. The City shall and does hereby indemnify, defend and hold the District harmless from and against all claims under the Worker's Compensation Act, Americans with Disabilities Act, Occupational Diseases Act and Family and Medical Leave Act.

E. Unless otherwise requested by the District, School Resource Officers shall perform all services hereunder in uniform.

F. School Resource Officers shall remain in the employment of the City, and the City shall be responsible for the administration and payment of all wages and benefits to such School Resource Officers, subject to compensation by the District as hereinafter provided.

Section 4. District Obligations. The District agrees to all of the following:

A. Oversight of the School Resource Officer Program shall be shared by the Chief and the Superintendent of the District.

B. The District shall provide adequate office space, furniture, office supplies, telephone access and secure filing cabinets for each School Resource Officer.

C. The District shall pay to the City all wages and benefits for three School Resource Officers for the 2024-2025 School Year commencing August 12, 2024, and ending on June 3, 2025, on days when School Resource Officers are in attendance at the school, based on each School Resource Officer's prevailing rate of pay. A schedule of the estimated total wages and benefits for the School Resource Officers is set forth in Exhibit A attached hereto and made a part hereof, subject to adjustment based on each School Resource Officer's actual prevailing rate of pay during such periods. The City shall be responsible for the payment of any and all retirement contributions related to the School Resource Officers.

D. Subject to the approval of the Chief, if the District shall request and authorize overtime for a School Resource Officer, such requested overtime shall be reimbursed to the City at the rate paid by the City for the overtime services. The District shall not be required to reimburse the City for overtime not requested by the District.

E. The District shall indemnify and hold the City harmless from and against all claims, liabilities and expenses arising from or in connection with services rendered by School Resource Officers hereunder to the extent such claims, liabilities and expenses arise from the District's negligent acts or omissions. This indemnification shall not apply to any claims, liabilities or expenses arising from the performance of duties by a School Resource Officer off of property owned by the District.

F. During the term of this Agreement, the District shall promptly report all performance deficiencies or misconduct of a School Resource Officer to the Deputy Chief or Commander of Field Operations.

Section 5. Compensation to the City. The District shall compensate the City on a monthly basis for all wages and benefits as set forth in Section 4 of this Agreement. The City shall invoice the District for services each month, training and benefit time on days when the SRO is not at the school will not be invoiced, and the District shall make payment to the City within thirty (30) days of receipt of such invoice.

Section 6. Discipline. Subject to the provisions contained in Section 2(D) above, the Parties expressly agree that the City reserves the exclusive right to discipline and remove School Resource Officers from the Schools.

Section 7. Training. Specialized training needs of School Resource Officers shall be jointly determined by the District and the City.

Section 8. Body Worn Cameras. The District and the City agree that School Resource Officers shall wear Body Worn Cameras while on duty working at the District. To the extent that audio or video files contain images of students on school property or at school-related events, the Springfield Police Department shall consult with the District prior to any disclosure to determine whether the disclosure of the record would violate the Family Educational Rights and Privacy Act, the Illinois School Student Records Act, or any other law related to student privacy prior to any disclosure.

Section 9. Term. Subject to the termination provisions contained elsewhere in this Agreement, the term of this Agreement shall be from August 12, 2024, through June 3, 2025.

Section 10. Successors. This Agreement shall insure to the benefit of and shall be binding upon the successors of the Parties.

Section 11. Severability. If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions herein.

Section 12. Time for Performance. Time is of the essence in this Agreement.

Section 13. No Waiver. No waiver of a breach or violation of any provision of this Agreement shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

Section 14. Assignment. This Agreement and the rights, obligations and duties of the Parties shall not be assignable or otherwise transferable without the prior written consent of each party hereto.

Section 15. Notices. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed to:

If to the District, to:

Superintendent of Schools
Springfield School District No. 186
3063 Fiat Avenue
Springfield, Illinois 62703

If to the City, to:

Office of the Mayor
City of Springfield
Room 300 Municipal Center East
800 East Monroe Street
Springfield, IL 62701

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Section 16. Construction. The provisions of this Agreement have been negotiated, written and reviewed by both Parties in consultation with legal counsel. None of the provisions of this Agreement shall be construed against a party merely because that party was or is the principal drafter thereof.

Section 17. Amendments. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by authorized representatives of each of the Parties.

Section 18. Termination. Either party may terminate this Agreement at any time for any reason upon thirty (30) days written notice to the other party or such earlier time as is mutually acceptable to both the Parties. Payment shall thereafter be made to the City for all services performed and reimbursable expenses incurred up to the effective date of said termination in accordance with the terms of this Agreement.

Section 19. Third Party Beneficiaries. This Agreement shall not create any rights for the benefit of any third party.

Section 20. Entire Agreement. This document together with all exhibits attached hereto which are made a part hereof, constitute the entire agreement of the Parties and supersede any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

Section 21. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:	**CITY OF SPRINGFIELD, ILLINOIS, a municipal corporation**
______________________	**By:**______________________
Frank Lesko, City Clerk	**Misty A. Buscher, Mayor**
ATTEST:	**BOARD OF EDUCATION OF SPRINGFIELD SCHOOL DISTRICT NO. 186**
Julie Hammers	**By:** MMiller
Julie Hammers, Secretary	**Micah Miller, President**

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Springfield Police Department
800 E Monroe Street
Springfield, Il 62701

EXHIBIT A

School Safety Officer Costs
AUGUST 19, 2024 thru May 30,2025

	Title	Rate	HOURS	1102 Base Pay	1108 FICA	1106 Unemp.	1109 Insurance	1121 W/C	Grand Total
Springfield	Patrol +15 Years	$ 49.7920	1512	$ 75,286	$ 1,092	$ 75.00	$ 13,613.09	$ 752.86	$ 90,818.09
Southeast	Patrol +5	$ 45.6807	1512	$ 69,069	$ 1,002	$ 75.00	$ 13,613.09	$ 690.69	$ 84,449.50
Lanphier	Patrol + 10 Years	$ 48.8784	1512	$ 73,904	$ 1,072	$ 75.00	$ 13,613.09	$ 739.04	$ 89,402.88
								TOTAL:	**$ 264,670.47**

Number of Days per Month			
Aug-24	10		
Sep-24	21		
Oct-24	22		
Nov-24	20		
Dec-24	18		
Jan-25	20		
Feb-25	20		
Mar-25	16		
Apr-25	20		
May-25	22		
Jun-25	0		
Total	189	x8 hours*	1512

Insurance Costs Annually: $ 18,727.00 2080

*Based on a 40 hour work week at 8 hours per day.

The figures on this page are estimates only and are subject to change based on actual costs.

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Springfield Police Department
800 E Monroe Street
Springfield, Il 62701

EXHIBIT B

School Safety Officer Costs
AUGUST 14, 2023 thru February 28, 2024

	Title	Rate	HOURS	1102 Base Pay	1108 FICA	1106 Unemp.	1109 Insurance	1121 W/C	Grand Total
Springfield	Patrol +15 Years	$49.7920	1048	$ 52,182	$ 757	$ 75.00	$ 9,435.53	$ 521.82	$ 62,971.00
Southeast	Patrol +5	$45.6807	1048	$ 47,873	$ 694	$ 75.00	$ 9,435.53	$ 478.73	$ 58,556.80
Lanphier	Patrol + 10 Years	$48.8784	1048	$ 51,225	$ 743	$ 75.00	$ 9,435.53	$ 512.25	$ 61,990.09
								TOTAL:	$ 183,517.89
								% of School Year	75%

Insurance Costs Annually: $ 18,727.00 2080

Number of Days per Month			
Aug-24	10		
Sep-24	21		
Oct-24	22		
Nov-24	20		
Dec-24	18		
Jan-25	20		
Feb-25	20		
Mar-25	0		
Apr-25	0		
May-25	0		
Jun-25	0		
Total	131	x8 hours*	1048

*Based on a 40 hour work week at 8 hours per day.

The figures on this page are estimates only and are subject to change based on actual costs.

DISTRICT 186
SPRINGFIELD PUBLIC SCHOOLS

2024-2025
School Calendar

July — S 0, T 0

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	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			

August — S 10, T 12

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	TI	TI	17
18	FD	20	21	22	23	24
25	26	27	28	29	30	31

September — S 20, T 20

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	H	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					

October — S 21, T 22

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	H	15	16	17 FQ	P/T	19
20	21	22	23	24	25	26
27	28	29	30	31		

November — S 17, T 17

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	X	6	7	8	9
10	H	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	H	H	30

December — S 15, T 15

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18 Finals	19 Finals	SQ Finals	21
22	X	H	H	X	X	28
29	X	H				

January — S 18, T 19

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			H	X	X	4
5	TI	7	8	9	10	11
12	13	14	15	16	17	18
19	H	21	22	23	24	25
26	27	28	29	30	31	

February — S 19, T 19

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	H	18	19	20	21	22
23	24	25	26	27	28	

March — S 15, T 15

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	H	4	5	6	7	8
9	10	11	12	13	14 TQ	15
16	X	X	X	X	X	22
23	24	25	26	27	28	29
30	31					

April — S 19, T 20

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	TI	5
6	7	8	9	10	11	12
13	14	15	16	17	H	19
20	X	22	23	24	25	26
27	28	29	30			

May — S 21, T 21

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				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	H	27	28 finals	29 finals	LD finals	31

June — S 0, T 0

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	E	E	E	E	E	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

TI = Teacher Institute Day-No school for Students
60 minute early dismissal for students only
60 minute early dismissal for students/teachers

FD/LD = First Day / Last Day of School
FQ/SQ/TQ = End of 1st, 2nd, 3rd Quarter
Elementary End of Grading Period

P/T Conference-No school for students
H = Holiday - No school
X - No School
E = Emergency Day - Additional school days if needed due to emergency school closure.

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ORDINANCE FACT SHEET

DATE OF 1st READING: December 3, 2024

CONTACT PERSON: Joshua Stuenkel

OFFICE REQUESTING: Police Department

PHONE NUMBER: 2177888345 X4436

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

FISCAL IMPACT: ____________________

SUGGESTED TITLE: An ordinance authorizing the execution of an intergovernmental agreement with the Board of Education of Springfield School District No. 186 and the City of Springfield regarding the School Safety Officers from August 12, 2024 thru June 3, 2025.

CONTRACTOR / VENDOR NAME: ____________________ **VENDOR NO:** ____________________

CONTRACT TERM: 08/12/2024-06/03/2025 **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	POPR	0256	$183,517
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.)

Intergovernmental agreement

STAFF ANALYSIS

The District desires to use the services of specially trained police officers of the Springfield Police Department in Lanphier, Southeast and Springfield High School to promote safety and security and establish positive working relationships between students, staff and the law enforcement community.

FUNDS CHECK BY: C. Heinzel **Date:** 11/26/2024

DIRECTOR / SUPERVISOR: [signature] **Date:** 11/25/24

CITY PURCHASING AGENT: **Date:** ____________

SIGN OFF: [signature] (Mayor's Signature) OBM ____________________ (Director of OBM)

The information supplied on this form is not confidential information.

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