

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT
UW25-11-48 – QUICKLIME FOR A TWO-YEAR TERM WITH MISSISSIPPI
LIME COMPANY IN AN AMOUNT NOT TO EXCEED \$3,345,300.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by the previous action, the Specifications Committee approved specifications for Contract UW25-11-48 – Quicklime for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UW25-11-48 was placed, and

WHEREAS, Mississippi Lime Company ("Mississippi Lime") 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. UW25-11-48.

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 Mississippi Lime for Contract UW25-11-48 – Quicklime in an amount not to exceed Three Million Three Hundred Forty-Five Thousand Three Hundred Dollars and No Cents (\$3,345,300.00) for the Office of Public Utilities.

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

Section 3. The payment to Mississippi Lime for the total maximum amount of Three Million Three Hundred Forty-Five Thousand Three Hundred Dollars and No Cents (\$3,345,300.00) from Account No. 101-100-BB-5180-1418 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 1/16/25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Mississippi Lime Company

CONTRACT AMOUNT: \$3,345,300.00

TYPE OF AWARD: Low Bid / UW25-11-48

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 002-01-23, UW23-11-75, Mississippi Lime Company, 24 months, 9,000 tons average for the 2 yrs., \$304.34 per ton, \$2,739,060.00, Low bid.

INFORMATION:

This Ordinance accepts Contract UW25-11-48 in an amount not to exceed \$3,345,300.00, with Mississippi Lime Company ("Mississippi Lime"), for the purchase of quicklime. Quicklime is used for water softening at the Water Purification Plant. The material is to be delivered in a 25-ton bulk shipment by truck. It is estimated that approximately 9,000 tons of quicklime will be used during the two-year contract at the unit price of \$371.70 per ton.

There were three (3) bidders on this contract, and none were local bidders. Mississippi Lime was the lowest bid.

CONTRACT NAME: Quicklime for Water Filtration
CONTRACT NO: UW25-11-48
DEPARTMENT: Water Filtration
DATE: November 22, 2024



	Lhoist North America Genevieve, MO	Mississippi Lime St. Louis, MO	Carmeuse Lime Pittsburgh, PA	Brenntag Mid-South Bartonville, IL	Univar Kent, WA
QUICKLIME cost per ton	\$ 510.25	\$ 371.70	\$ 513.60	No Bid	No Bid
Estimated Quantity in tons	9000.00	9000.00	9000.00		
TOTAL BID	\$ 4,592,250.00	\$ 3,345,300.00	\$ 4,622,400.00		

Recommend award of bid to Mississippi Lime Company, low bid (for 2-year contract).



**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: **November 5, 2024**
Fax: 217-789-2207

Contract Index No: **UW25-11-48**
Contract Name: **Quicklime for Water Filtration**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: 2:00 P.M. Central Time USA Thursday, November 21, 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: Mississippi Lime Company d/b/a MLC

Contact Name: Kelly Pippine

Vendor Address: 3870 S. Lindbergh Blvd., Ste. 200, St. Louis, MO 63127

Vendor E-Mail: Orders: customerservice@mlc.com / Bids: sales@mlc.com

Phone: 800-437-5463 Fax: _____

PRICE PAGE
QUICKLIME FOR WATER FILTRATION

The undersigned bidder proposes and agrees to provide approximately 9,000 tons of bulk rotary quicklime and agrees to deliver the material D.D.P, Incoterms® 2020 to the Office of Public Utilities, Water Purification Plant, 3100 Stevenson Drive, Springfield, Illinois.

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Quicklime	9,000	Tons	\$ <u>371.70</u> *Delivered	\$ <u>3,345,300.00</u>
TOTAL BID				\$ <u>3,345,300.00</u>

If there is a discrepancy between the unit price and the total, the unit price will prevail.

Maximum time for delivery of the material, from the time of telephone request for shipments is 4-5 days. Telephone number and contact person who is to be notified for shipment request:

Company: Mississippi Lime Company d/b/a MLC
Telephone #: 800-437-5463
Contact Person: Customer Service

The quantity listed in these specifications will be used for evaluation purposes only. There are no guarantees as to the quantity to be purchased. The City reserves the right to order materials in quantities as required for its day-to-day operations.

Please note any exceptions or clarifications below:

ORDINANCE FACT SHEET

DATE OF 1st READING: 1/7/25

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$3,345,300.00SUGGESTED TITLE: Accepting & authorize bid / bid # & title / item(s) / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Mississippi Lime VENDOR NO: MI006330CONTRACT 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 ☐ Other:
☐ Low Bid Meeting Specs ☐ Exception:
☐ Low Evaluated Bid Code Provision: Previous Ord #'s 002-01-23Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	101	100	BB	5180	1418	3,345,300.00
2						
3						
4						

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

Bid tab

STAFF ANALYSIS

Contract to purchase quicklime for the Water Dept. - 2 yrs.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H.
Date: 2024.12.05 12:26:35 -06'00'Date: DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2024.12.05 12:13:17 -06'00'Date: CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2024.12.05 13:35:02 -06'00'Date: SIGN OFF: 

(Mayor's Signature)

Metzger, Ramona M. Digitally signed by Metzger, Ramona M.
Date: 2024.12.05 13:46:56 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-018

AN ORDINANCE ACCEPTING PROPOSAL NO. UE25-04 WITH INFOSEND,
INC. FOR CWLP MONTHLY BILL PRINTING AND MAILING SERVICES IN AN
AMOUNT NOT TO EXCEED \$2,545,168.80 OVER A THREE-YEAR PERIOD,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes the execution of Proposal No. UE25-04 with InfoSend, Inc. ("InfoSend") in an amount not to exceed \$2,545,168.80, for CWLP Monthly Bill Printing and Mailing Services, and

WHEREAS, Competitive Sealed Proposals were sought to locate vendors pursuant to Section 38.38 of the Code of the City of Springfield, Illinois, and

WHEREAS, InfoSend submitted a proposal meeting all requirements and being the best overall value, and

WHEREAS, the proposal documents with InfoSend shall be on file in the Office of the City Clerk and identified by Request for Proposal No. UE25-04.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts Proposal No. UE25-04 with InfoSend for CWLP Monthly Bill Printing and Mailing Services in an amount not to exceed Two Million Five Hundred Forty-Five Thousand One Hundred Sixty-Eight Dollars and Eighty Cents (\$2,545,168.80) for the City of Springfield Office of Public Utilities.

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

Section 3. The payment by the City of Springfield Office of Budget and Management to InfoSend in the amount not to exceed Two Million Five Hundred Forty-Five Thousand One Hundred Sixty-Eight Dollars and Eighty Cents (\$2,545,168.80) from Account Nos. 101-300-KE-6231-1401 and 102-300-KE-7831-1401 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

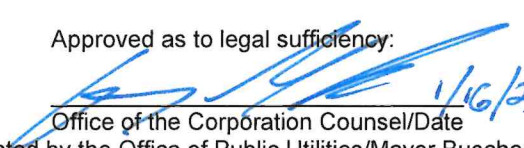
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


Office of the Corporation Counsel/Date 1/16/25
Requested by the Office of Public Utilities/Mayor Buscher



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: January 8, 2025

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# UE25-04 CWLP Monthly Bill Printing and Mailing Services for the Office of Public Utilities and recommended award to InfoSend, Inc.

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.

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: InfoSend, Inc.
CONTRACT AMOUNT: \$2,545,168.80 (over 3 yrs.)
TYPE OF AWARD: Lowest Evaluated Proposal

PRIOR ORDINANCE INFORMATION:

N/a

INFORMATION:

This Ordinance accepts Proposal UE25-04-12 - CWLP Monthly Bill Printing and Mailing Services in an amount not to exceed \$2,545,168.80 over a three-year timeframe, with InfoSend, Inc. ("InfoSend"). The contract amount includes utility bills, inserts, disconnect notices, bill design, outgoing and return envelopes, and postage. The amount will vary monthly based on the number of bills mailed. It is estimated that the monthly mailing will be 74,000 utility bills, 65,000 full-color inserts, 1,200 final utility bills, and 15,000 disconnect notices. After the initial three-year timeframe, the contract allows for a yearly extension as agreed upon in writing by both parties.

Currently, the City's monthly utility bills and disconnect notices are printed internally. However, as of October 25, 2025, the ability to print the items will not be available due to the ERP upgrade. The Utility sought proposals for bill print design, monthly bill printing, and utility bill mailing that would best meet the Utilities' requirements. Twelve responses were received and evaluated, then narrowed down to the top three.

InfoSend was determined to be the lowest and best proposal, meeting all requirements and offering the best overall value. Key factors were price, experience with Advance Utility Systems (the Utilities information and billing system provider), facility location (in relation to mailing process times to get items to the customers through the USPS), and disaster recovery plan (plans in place to minimize potential downtime and interruption in printing and processing in the event of a disaster.)

InfoSend most closely matches Utilities' requirements. Therefore, it is recommended that a three-year contract be awarded to InfoSend with the option to extend annually. The cost savings from awarding the contract to InfoSend are estimated at \$271,784.88 over the first three years.

	CWLP	INFOSEND	KUBRA	
Monthly Bills (902,400 Annual)				
Processing Fees Per Page		0.01	0.0075	
CWLP Supplied Inserts	0.03	0.008	0.005	
Stock - Paper & Ink	0.020	0.05	0.0556	
Outgoing/Window Envelopes	0.039	0.023	0.0301	
Return Envelope	0.030	0.020	0.0258	
Postage	0.521	0.542	0.53	
Printer Maint. & Toner	0.003			
Per Piece Total	0.643	0.653	0.654	
Yearly Total	\$580,152.96	\$589,267.20	\$590,169.60	
e-statements	0	0	0.00	* In house
Annual statement costs	0	0	\$0.00	
Combining (doubling)	0	0	0.000	
Total Estimated	0	0	\$0.00	
	\$580,152.96	\$589,267.20	\$590,169.60	
Disconnect Notices (180,000 Annual)				
Processing Per Sheet		0.01	0.0075	
Paper	0.020	0.05	0.0556	
Outgoing/Window Envelopes	0.039	0.023	0.0301	
Return Envelope	0.030	0.020	0.0258	
Maint. & Toner Costs	0.0237			
Postage	0.371	0.542	0.53	
Per Piece Total	0.4837	0.645	0.649	
Yearly Total	\$87,066.00	\$116,100.00	\$116,820.00	
Annual Archiving Fee For Bills and Disconnects	0	n/a	n/a	
Annual NCOA Fee				
Quicksilver	\$45,000.00	0	0	
Mail Inserters	\$23,900.00	0	0	
CWLP Staff Salary	\$176,571.60	\$143,022.40	\$143,022.40	
Mail Inserters Maintenance	\$26,294.00	0	0	
Total Annual Other Fees	\$271,765.60	\$143,022.40	\$143,022.40	
1st Year Start Up Costs				
Set Up Fees	\$0.00	\$0.00	\$0.00	
Bill Design **	\$0.00	\$0.00	\$30,000.00	(\$250 hourly x 120 hours = \$30,000 bill print only)
ebill/licensing setup	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$30,000.00	
Estimated First Year Total Costs Including Labor	\$938,984.56	\$848,389.60	\$880,012.00	
Remaining 2 year Contract Estimate Cost Including Labor	\$1,877,969.12	\$1,696,779.20	\$1,700,024.00	
Total 3 Year Estimate Costs	\$2,816,953.68	\$2,545,168.80	\$2,580,036.00	
Estimated 3 Year Cost Savings with InfoSend		\$271,784.88		

Additional Information:

InfoSend, and Kubra pricing includes total cost for inserts, paper, outgoing and return envelope

* E-statement in-house

** InfoSend - Bill design free with initial installment

Recommendations:

1. Recommend awarding the contract to INFOSEND realizing a cost savings of \$271,784.88 over the course of the contract.

2. The CWLP Mailroom staff currently consists of one – Messenger Clerk II, and two – Messenger Clerk I's. If CWLP chooses to use mail and bill handling services, we recommend keeping 2 positions. The Messenger Clerk (I) with the least seniority (Gross salary \$33,549.20) will be moved to another position within the Commercial Office, if available. If not, we recommend the employer find another position within AFSCME 3738 within the City of Springfield.

3. Update the Messenger Clerk II and Messenger Clerk I job descriptions to match their new job duties.

11/6/2024

2025-019

BID FORM



**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:
Fax: 217-789-2207

Request for Proposal Index No: **RFP UE25-04**
Request for Proposal Name: **CWLP Monthly Bill Printing and Mailing Services**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Due Date 3 P.M. Central Time USA: Thursday, May 16, 2024

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

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

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

Name of Vendor: InfoSend, Inc.

Contact Name: Tim Zombik, Territory Sales Manager

Vendor Address: HQ- 4240 E. La Palma Ave., Anaheim, CA 92807
IL Facility- 1406 Centre Circle, Downers Grove, IL 60515

Vendor E-Mail: tim.z@infosend.com

Phone: Office: 800.955.9330 x 273
Cell: 817.800.2199 **Fax:** 714.993.1306

RESPONSE TO REQUESTED INFORMATION

1. Initial set up cost?

Setup Fee - Express PDF Input Files	\$0.00 (Waived during initial install)
Setup Fee – Data Only Input Files	\$0.00 (Waived during initial install)
Document Re-Design Fee	\$0.00 (Waived during initial install)

2. Detailed cost to CWLP for printing, forms, envelopes and inserts?

Data Processing	
Data Processing Fee (per document)	\$0.01

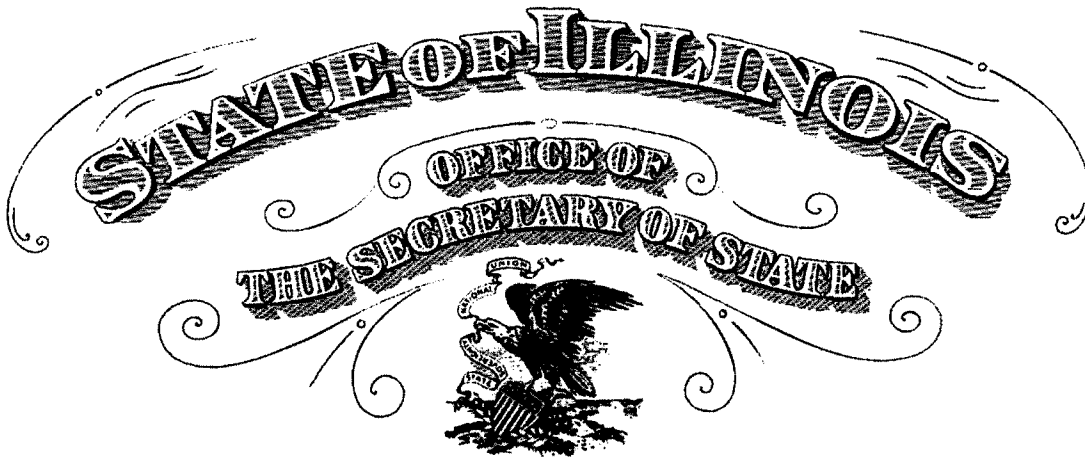
Printing and Mailing Service	
Statement and Notices - Printing & Mailing Fee with up to 4/1 Ink	\$0.035
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.035 for up to 4/1 printing \$0.040 for up to 4/4 printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per “hit” (address that gets updated)	\$0.30 NCOA \$0.30 ACS
*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.	
The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days’ written notice to Client.	

Materials	
Standard 8.5" x 11" Paper Stock (per sheet)	\$0.015
Standard Double Window Outgoing #10 Envelope	\$0.023
Standard Single Window Return #9 Envelope	\$0.020
CWLP Custom Single Window Outgoing #10 Envelope	\$0.028
CWLP Custom Non-Window Return #9 Envelope	\$0.023
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.008 per insert
Inserting Fee	\$0.008 per insert
Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply.	
Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case by case basis to determine if additional fees will apply for setup and handling.	
Optional Monthly Insert per Bid Detail:	Quantity 65,000 = \$0.028 each
3.75 x 8.25; 4/4 no bleeds; 70# Husky Opaque Text	Price is an estimate. Actual Insert will be quoted at time of order.

Illinois Secretary of State

File Number 6657-228-5



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, 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

INFOSEND, INC., INCORPORATED IN CALIFORNIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 23, 2009. AND MUST CONDUCT ALL BUSINESS IN THIS STATE UNDER THE ASSUMED NAME OF INFOSEND MIDWEST, INC., APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 2410602374 verifiable until 04/15/2025
Authenticate at: <https://www.ilsos.gov>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 15TH day of APRIL A.D. 2024 .

Alexi Giannoulis
SECRETARY OF STATE

ORDINANCE FACT SHEET

DATE OF 1st READING: 01-21-25

OFFICE REQUESTING: Office of PUBLIC UTILITIES

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x2626

FISCAL IMPACT: \$2,545,168.80 (over 3 yrs.)

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

CONTRACTOR / VENDOR NAME: InfoSend, Inc.

VENDOR NO: _____

CONTRACT TERM: 3 yrs.

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: above

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☒ Other: Low Eval. Proposal☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	300	KE	6231	1401	381,775.32
2	102	300	KE	7831	1401	2,163,393.48
3				7831		
4						

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

Sections of the blue book

STAFF ANALYSIS

Three year contract with InfoSend, Inc. to design and print the monthly utility bills and inserts and provide mailing services (outgoing and return envelopes and postage) for the monthly bills, final notices, and disconnect notices.

FUNDS CHECK BY: Dakota Capranica

Digitally signed by Dakota
Capranica
Date: 2025.01.08 11:30:16 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2025.01.08 11:10:18 -06'00'

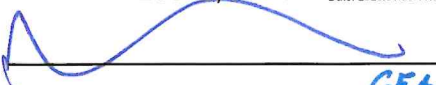
Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2025.01.08 11:37:57 -06'00'

Date: _____

SIGN OFF:


(Mayor's Signature)

Ramona Metzger

Digitally signed by Ramona
Metzger
Date: 2025.01.08 13:41:30 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-019

AN ORDINANCE ACCEPTING PROPOSAL NO. UE25-08 WITH HAYES POWER SERVICES LLC FOR EMERGENCY BOILER AND EQUIPMENT REPAIRS FOR A THREE-YEAR TIME PERIOD IN AN AMOUNT NOT TO EXCEED \$12,000,000.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes the execution of Proposal No. UE25-08 with Hayes Power Services LLC ("Hayes") in an amount not to exceed \$12,000,000.00, for emergency boiler and repairs at the CWLP Generating Facilities for three years, and

WHEREAS, Competitive Sealed Proposals were sought to locate vendors pursuant to Section 38.38 of the Code of the City of Springfield, Illinois, and

WHEREAS, Hayes submitted the only proposal, and

WHEREAS, the proposal documents with Hayes shall be on file in the Office of the City Clerk and identified by Request for Proposal No. UE25-08.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts Proposal No. UE25-08 with Hayes for emergency boiler and repairs at the CWLP Generating Facilities for three years in an amount not to exceed Twelve Million Dollars and No Cents (\$12,000,000.00) for the City of Springfield Office of Public Utilities.

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

Section 3. The payment by the City of Springfield Office of Budget and Management to Hayes in the amount not to exceed Twelve Million Dollars and No Cents (\$12,000,000.00) from Account Nos. 102-100-CAA-7710-1205/1404, 102-100-CAA-7711-1205/1404, 102-100-CAA-7712-1205/1404, 102-100-CAA-7714-1205/1404, 102-100-CAA-7716-1205/1404, 102-100-CAA-7717-1205/1404, 102-100-CAA-8017-1205/1404, 102-100-CAA-8040-1205/1404, 102-100-CAA-7745-1205/1404, 102-100-CAA-7985-1205, 102-100-CAA-3222-2310, 102-100-CAA-3232-2310, 102-100-CAA-3242-2310, and 102-100-CAA-3292-2310 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

MAYOR

Approved as to legal sufficiency:

 1-16-25
Office of the Corporation Counsel / Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Hayes Power Services LLC
CONTRACT AMOUNT: \$12,000,000.00 (over 3 yrs.)
TYPE OF AWARD: Only RFP from Qualified Vendor

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 052-02-22, UE22-04, Hayes Mechanical LLC y, 3 years (Mar. 1, 2022 – Feb. 28, 2025), \$12,000,000.00, Lowest Evaluated Proposal.

INFORMATION:

This Ordinance accepts Proposal UE25-08 in an amount not to exceed \$12,000,000.00 with Hayes Power Services LLC ("Hayes") for emergency boiler and equipment repairs at the CWLP Generating Facilities for three years. The equipment and piping at the CWLP Generating Facilities require continuous maintenance and replacement. Hayes will supply the necessary skilled/qualified craftsman, materials, equipment, tools, supervision, etc., as required for emergency repairs on an as-needed basis. This is a three-year contract with the option to extend if mutually agreeable and approved by the City Council. The Ordinance total is for FY26, FY27, and FY28.

Hayes Mechanical LLC was awarded the last RFP (UE22-04) in 2022, for \$12,000,000.00. The current contract expires on February 28, 2025; this contract needs to take effect by March 1, 2025, to prevent a gap in coverage.



**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: November 20, 2024
Fax: 217-789-2207

Request for Proposal Index No: **RFP UE25-08**
Request for Proposal Name: **Emergency Boiler Repairs - 3 Years**
Pre-Bid Meeting: **N/A**
Bid Security: **N/A**

Due Date: 3:00 P.M. Central Time USA Thursday, December 19, 2024

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: Hayes Power Services LLC

Contact Name: Kris Warren

Vendor Address: 201 Tower Plaza Drive Belleville IL 62220

Vendor E-Mail: kwarren@hayesservices.com

Phone: (618) 310-2585 Fax: (618) 277-3006

PROPOSAL PAGE
EMERGENCY BOILER REPAIR – 3 YEARS

Contractor shall provide Purchaser with the following cost information for bid evaluation purposes: (insert requested information between the [] as requested):

- 1) Site Superintendent/Contractor responsible/designated person—hourly rate-[\$131.46 /hr]
Overtime Rate-----hourly-----[\$191.55 /hr]
Double Time Rate-----hourly-----[\$251.65 /hr]
- 2) Site Superintendent (Assistant, 2nd in charge, etc) for each (when applicable)-[\$126.14 /hr]
Overtime Rate-----hourly-----[\$183.69 /hr]
Double Time Rate-----hourly-----[\$241.24 /hr]
- 3) Site Superintendent travel time (if applicable)-----hourly rate---[\$131.46 /hr]
Overtime Rate (if applicable)-----hourly-----[N/A /hr]
Double Time Rate (if applicable)-----hourly-----[N/A /hr]
- 4) Site Superintendent (Assistant) travel time (if and when applicable)---hourly---[\$126.14 /hr]
Overtime Rate (if and when applicable)-----hourly---[N/A /hr]
Double Time Rate (if and when applicable)-----hourly---[N/A /hr]
- 5) Site Superintendent Per Diem (if applicable) ----- [135.00 /day]
- 6) Site Superintendent (Assistant) Per Diem (if applicable)-----[135.00 /day]
- 7) Site Superintendent vehicle (if applicable—daily rental)-----[45.00 /day]
- 8) Site Superintendent vehicle (Assistant) (if applicable –daily rental)-----[45.00 /day]
- 9) Site Superintendent vehicle (if applicable—mileage)-----[N/A /mile]
- 10) Site Superintendent (Assistant) (if applicable— mileage)-----[N/A /mile]
- 11) Percentage mark up for MATERIALS-----[7 %]

12) Percentage mark up for SUBCONTRACTORS -----[7 %
]

13) Percentage mark up for 3RD PARTY RENTALS -----[7 %
]

14) Percentage mark up for straight time, labor rate (craft only) -----[8 %]

15) Percentage mark up for OT; time and a half, labor rate (craft only) -----[8 %]

16) Percentage mark up for OT; double time, labor rate (craft only) -----[8 %]

17) Percentage mark up for INSURANCE (if applicable) -----[2 %]

18) Dollar Cost mark up - small tools list - (based on total craftsman invoiced hrs) ---[3.00 hr]

19) Dollar Cost mark up - consumables list - (based on total craftsman invoiced hrs) - [3.00 hr]

20) Off Site Overhead including but not limited to (Job set up, billing, time keeping, warehouse personnel, company mandatory meetings during on-site time, all off site work) [70.00 /hr]

21) Mobilization cost for initial on site set up ----- Lump Sum [0]

22) Demobilization cost at contract expiration ----- Lump Sum [75,000.00]

23) Additional Personnel Costs if required and directed by the Purchaser for work

assignments: a)

Safety Personnel ----- [\$118.18 /hr]

Overtime Rate ----- [\$171.90 /hr]

Double Time Rate ----- [\$225.63 /hr]

Site Safety vehicle (if applicable per day) ----- [45.00 day]

Site Safety vehicle (if applicable - mileage) ----- [N/A /mile]

b) QA/QC Personnel ----- [\$118.18 hr]

Overtime Rate ----- [\$171.90 hr]

Double Time Rate-----[\$225.63 hr]

Site QA/QC vehicle (if applicable per day)-----[45.00 /day]

Site QA/QC vehicle (if applicable--mileage)----- N/A /mile]

24) Contractor to itemize, describe and quantify any additional charges for any time and materials work assigned per this agreement by the Purchaser that has not been previously listed, defined, quantified and/or requested.

25) LABOR ADJUSTMENT – Submit LABOR COST BREAKDOWN forms as outlined with bid proposal and on a yearly basis. A cost increase will be allowed once per year based upon increases in prevailing wages.

26) ENGINEERING COST SUPPORT FOR BOILERS/DUCTS/PIPING/ETC REPAIR MODIFICATIONS:

Cost per hr. -----[135.00 /hr]

27) FIELD ENGINEER / INSPECTION COST SUPPORT FOR BOILERS/DUCTS/PIPING/ETC REPAIR MODIFICATIONS:

Cost per hr. -----[110.00 /hr]

28) BID EVALUATION: Bids will be evaluated based on the costs of the unit pricing table, and meeting terms and conditions of this contract that are acceptable to the City of Springfield.

Contractor agrees to arrive on site ready to perform services as described in the Contract within 8 hours of initial request by Purchaser or as agreed to and directed by Purchaser to perform such work. (YES/NO)-----[Yes]



Kris Warren

/ 12/17/2024 Signature/date

2025-10-20

UE25-08 Cost per Average Year

	Day shift ST Hours Annually	Day Shift OT Hours Annually	Day Shift DT Hours Annually	Night shift ST Hours Annually	Night Shift OT Hours Annually	Night Shift DT Hours Annually	Hayes Mechanical
SITE SUPER	1500	500	250	1250	500	250	\$678,890.00
SAFETY MAN	500	150	75	0	0	0	\$101,799.30
TK/CLERK	100	0	0	0	0	0	\$7,000.00
QA/QC	500	150	75	0	0	0	101,799.30
BM JOUR	9960	4980	930	3960	1980	430	\$2,838,552.60
BMGF	1500	500	250	1250	500	250	\$576,390.50
PF JOUR FITTER	900	450	50	0	0	0	\$180,108.00
PF JOUR WELDER	900	450	50	0	0	0	\$148,981.00
PF GF	350	150	25	0	0	0	\$60,511.75
MW JOUR	800	400	100	800	400	100	\$326,645.50
MW GF	200	100	25	200	100	25	\$78,648.75
LABORER JOUR	400	120	40	240	120	40	\$89,046.00
FIELD ENGINEER/INSPECTION	80	20	0	0	0	0	\$11,000.00
MOD ENGINEER	40	0	0	0	0	0	\$5,400.00
							\$5,204,772.70

Labor

SITE SUPER TRAVEL (hours)	128						\$16,826.88
SITE SUPER VEHICLE RENT (days)	180						\$8,100.00
SUPER 2ND CHARGE VEHICLE RENT (days)	100						\$4,500.00
SITE SUPER VEHICLE MILEAGE (miles)	30000						\$0.00
SUPER 2ND CHARGE MILEAGE (miles)	18000						\$0.00
PERCENTAGE MARKUP MATERIAL	\$100,000.00						\$107,000.00
PERCENTAGE MARKUP SUB	\$200,000.00						\$214,000.00
PERCENTAGE MARKUP 3RD PARTY RENTALS	\$50,000.00						\$53,500.00
MOBILIZE SITE							\$0.00
DEMOBILIZE SITE							\$75,000.00
							\$474,426.88

Rentals and

UE25-08: FY26, 27, and 28 Budgeted cost per line

		Labor	Material	Capitol
1	102 100 CAA 7710 1205	\$100,000.00		
2	102 100 CAA 7710 1404		\$50,000.00	
3	102 100 CAA 7711 1205	\$2,014,000.00		
4	102 100 CAA 7711 1404		\$225,000.00	
5	102 100 CAA 7712 1205	\$250,000.00		
6	102 100 CAA 7712 1404		\$25,000.00	
7	102 100 CAA 7714 1205	\$100,000.00		
8	102 100 CAA 7714 1404		\$500.00	
9	102 100 CAA 7716 1205	\$500,000.00		
10	102 100 CAA 7716 1404		\$150,000.00	
11	102 100 CAA 7717 1205	\$100,000.00		
12	102 100 CAA 7717 1404		\$40,000.00	
13	102 100 CAA 8017 1205	\$100,000.00		
14	102 100 CAA 8017 1404		\$5,000.00	
15	102 100 CAA 8040 1205	\$100,000.00		
16	102 100 CAA 8040 1404		\$10,000.00	
17	102 100 CAA 7745 1205	\$30,000.00		
18	102 100 CAA 7745 1404		\$500.00	
19	102 100 CAA 7985 1205	\$100,000.00		
20	102 100 CAA 3222 2310			\$25,000.00
21	102 100 CAA 3232 2310			\$25,000.00
22	102 100 CAA 3242 2310			\$25,000.00
23	102 100 CAA 3292 2310			\$25,000.00

\$3,394,000.00	\$506,000.00	\$100,000.00	per FY
3 yrs	3 yrs	3 yrs	
\$10,182,000.00	\$1,518,000.00	\$300,000.00	

Total over 3 yrs	\$12,000,000.00
------------------	-----------------

2025-020

ORDINANCE FACT SHEET

DATE OF 1st READING: 01-21-25

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: \$12,000,000.00 - over 3 yrs.

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

CONTRACTOR / VENDOR NAME: Hayes Power Services LLC

VENDOR NO: VC0000008322

CONTRACT TERM: 3 yrs.

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

Code Provision: 38.38

Previous Ord #'s

052-02-22

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	Too	numerous	to list here - see separate	page		(i. acct lines)
2						
3						
4						

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

Accting. string pg, various blue book pages

STAFF ANALYSIS

3 year contract for labor & repair material, on an as needed basis, for equipment and piping at the CWLP Generating Facilities.

FUNDS CHECK BY: Cavanaugh, Rachel H.

Digitally signed by Cavanaugh, Rachel H.
Date: 2025.01.14 14:00:48 -06'00'

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2025.01.08 13:55:21 -06'00'

CITY PURCHASING AGENT: J Michael Lesko

Date: _____

Date: _____

Date: 1/14/2025

SIGN OFF: _____

(Mayor's Signature)

GEN

Ramon Metzger

(Director of OBM)

The information supplied on this form is not confidential information.

2025-020

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
KSB DUBRIC, INC. IN AN AMOUNT NOT TO EXCEED \$26,422.00 FOR A
PERFORMANCE AUDIT OF UNIT 4 BOILER FEED PUMPS,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes execution of a Professional Services Agreement KSB Dubric, Inc. ("KSB Dubric") in an amount not to exceed \$26,422.00, to perform a performance audit of Unit 4 Boiler Feed Pumps, and

WHEREAS, KSB Dubric has extensive experience and knowledge in conducting performance audits on boiler feed pumps, and

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

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of a Professional Services Agreement with KSB Dubric in an amount not to exceed Twenty-Six Thousand Four Hundred Twenty-Two Dollars and No Cents (\$26,422.00) for a performance audit of Unit 4 Boiler Feed Pumps.

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

Section 3. The Office of Budget and Management is hereby authorized and directed to pay KSB Dubric in the total amount not to exceed Twenty-Six Thousand Four Hundred Twenty-Two Dollars and No Cents (\$26,422.00) from Account No. 102-100-CAM-7714-1205, in accordance with the terms of the agreement.

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

PASSED: _____, 2025

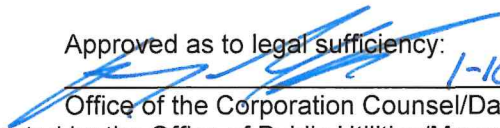
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 1-16-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher



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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: January 8, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet with KSB Dubric, Inc. for a performance audit of Unit 4 Boiler Feed Pumps for the Office of Public Utilities.

Based on the information provided, I have determined that this vendor possesses a high degree of professional skill and expertise in the required area. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: KSB Dubric, Inc.
CONTRACT AMOUNT: \$26,422.00
TYPE OF AWARD: Professional Service

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance approves and authorizes the execution of a Professional Services Agreement with KSB Dubric, Inc. ("KSB Dubric") in an amount not to exceed \$26,422.00.

KSB Dubric is to complete pump performance audits on both A and B of the Unit 4 Boiler Feed Pumps. The KSB model CHTC 5/11 pumps have been in service since the startup of Unit 4, and both pumps are required to run at full capacity. Audits on these pumps will give the Utility an in-depth analysis of any internal equipment beginning to wear and ensure the correct parts are procured for any future maintenance required. With extended lead times for parts, it is imperative these audits are conducted now to minimize the risk of an extended outage due to pump failure.

The study is expected to be completed within 30 days.

KSB Dubric is not a local vendor.

January 6, 2025

Michael Daugherty
City Water Light and Power (Springfield, Illinois)

Boiler Feed Pump SES (CHTC)

Michael Daugherty:

Per your request, following is our proposal to use the KSB SES system to record pump performance as follows:

SES Performance Audit KSB CHTC 5/11 Pump # A and B

Phase 1: Data Acquisition

Instrumentation and Data Logger

- Install pressure transducers on suction and discharge side of the pump systems.
- Install flowmeters on the pumps discharge piping plans.
- Install vibration sensors on the pumps.
- Program system parameters into the SES software.
- Testing to be carried out for:

- o Monitoring of the flow and pressure conditions
- o Monitoring of the vibration levels

KSB On-Site

Travel time to and from site both visits (2 Technicians)

Visit 1: 5 days

- o Initial set-up of the testing unit on site. Setup up equipment on both pumps.
- o Anticipated full day on site for set-up of the testing units, and confirmation the second day.
- o Collect data for 24-48 hours.
- o Removal of the testing unit from site.
- o Anticipated one day on site for download of data and disassembly of the testing units.

Phase 2: Data Analysis

Analysis

- o Analysis of the data collected during phase 1.
- o Comparison of the pump's performance with the factory supplied performance curves.
- o Prepare a detailed report outlining the findings of the audit.

Equipment Required

List of equipment for the performance audit provide by KSB Dubric:

SES Data Loggers (Quantity 2 to compare side by side operation)

Ultrasonic Flowmeters – High temp version

Pressure Transducers (x4) – Discharge pressure monitoring on suction and discharge

Vibration Sensors (x12) – Vibration monitoring on the pumps

All cables and power cords.

Price to include all travel and living expenses for two visits as above, use of SES data loggers and instrumentation, and detailed report and recommendations.

Price.....\$26,422.00

Note: If machine is unplugged or power is lost during data gathering then the price will have to be adjusted to have us come back out and set up the machine again.

CWLP to provide:

- Provide access to pumps.
- Provide 120V power for the unit.
- Pump systems to have:
 - Suction and Discharge taps for pressure transducers
 - Length of pipe run for flow meter.
- Supply a clean and protected area for the SES box.

Additional Clarifications:

- Should the scope of work change or increase (i.e.: stand-by time, work hold-ups beyond the control of KSB Dubric, additional work, etc.), additional charges will be based on a time and material basis.
- CWLP to promptly advise KSB Dubric of changes in the work scope or schedule changes.
- This proposal is based upon the scope of work for 8-hour day shifts Monday through Friday.
- Lost / missing equipment will be billed to the customer. Credit will be offered when returned.

Thank you,

Aleks Andric
Customer Support Engineer
KSB SupremeServ
By KSB Dubric, Inc.
3737 Laramie Dr NE
Comstock Park, MI 49321
Mobile : 616-890-8291

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 802163892

[Request certificate](#)

[Return to Results](#)

[New search](#)

Summary for: KSB DUBRIC, INC.

The name of the DOMESTIC PROFIT CORPORATION: KSB DUBRIC, INC.

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 802163892

Date of Incorporation in Michigan: 02/20/2018

Purpose:

Term: Perpetual

Most Recent Annual Report: 2024

Most Recent Annual Report with Officers & Directors: 2024

The name and address of the Resident Agent:

Resident Agent Name: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)

Street Address: 3410 BELLE CHASE WAY

Apt/Suite/Other: STE 600

City: LANSING

State: MI

Zip Code: 48911

Registered Office Mailing address:

P.O. Box or Street Address: 3739 LARAMIE DR NE

Apt/Suite/Other:

City: COMSTOCK PARK

State: MI

Zip Code: 49321

The Officers and Directors of the Corporation:

PRESIDENT	JEFFREY KOEPER	3739 LARAMIE DR NE COMSTOCK PARK, MI 49321 USA
TREASURER	JAIME ROWLAND	3739 LARAMIE DR NE COMSTOCK PARK, MI 49321 USA
SECRETARY	JAIME ROWLAND	3739 LARAMIE DR NE COMSTOCK PARK, MI 49321 USA
DIRECTOR	DR. ENRICO HANDRICK	3739 LARAMIE DR NE COMSTOCK PARK, MI 49321 USA
DIRECTOR	LUIS MATURANA	3739 LARAMIE DR NE COMSTOCK PARK, MI 49321 USA

Act Formed Under: 284-1972 Business Corporation Act

Acts Subject To: 284-1972 Business Corporation Act

Total Authorized Shares: 100

Written Consent

2025-021

View filings for this business entity:

ANNUAL REPORT/ANNUAL STATEMENTS
ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION

[View filings](#)

Comments or notes associated with this business entity:

[LARA FOIA Process](#) [Transparency](#) [State Web Sites](#)

[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)

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2025-021

ORDINANCE FACT SHEET

DATE OF 1st READING: 01-21-25

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlisleEMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: x-2626FISCAL IMPACT: \$26,422.00SUGGESTED TITLE: Authorize service / for item(s) / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: KSB Dubric, Inc. VENDOR NO: VC0000007678CONTRACT TERM: 30 days Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: see above - Change Order # - Additional Amount
(Original amount if change order)

Method of Purchase (check one)

☐ Low Bid ☒ Other: PS
☐ Low Bid Meeting Specs ☐ Exception:
☐ Low Evaluated Bid Code Provision: 38.42Previous Ord #'s -Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

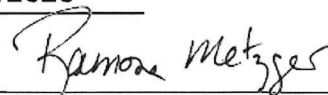
	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CAM	7714	1205	26,422.00
2						
3						
4						

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

Performance Audit Proposal

STAFF ANALYSIS

Professional Service agreement for a Performance Audit on Unit 4 Boiler A and B Feed Pumps.

FUNDS CHECK BY: Cavanaugh, Rachel H.
Digitally signed by Cavanaugh, Rachel H.
Date: 2025.01.08 15:22:58 -0600DIRECTOR / SUPERVISOR: Doug Brown
Digitally signed by Doug Brown
Date: 2025.01.08 14:47:04 -06'00'CITY PURCHASING AGENT: J Michael LeskoSIGN OFF: 
(Mayor's Signature)Date: Date: Date: 1/08/2025
(Director of OBM)

The information supplied on this form is not confidential information.

2025-021

AN ORDINANCE AUTHORIZING ADDITIONAL PAYMENT TO ARENTFOX SCHIFF LLP, AS
OUTSIDE COUNSEL FOR ASSISTANCE WITH THE COAL COMBUSTION RESIDUALS
REGULATIONS AND THE UTILITIES' FLUE GAS DESULFURIZATION SLUDGE LANDFILL,
IN THE AMOUNT OF \$100,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$195,000.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, pursuant to a previously approved OBM Fact Sheet (NB24-291U), the City authorized the execution of a professional service contract in the amount of \$25,000.00 with ArentFox Schiff LLP ("Schiff") for outside Counsel's assistance with responding to the U.S. Environmental Protection Agency "USEPA" correspondences for the Flue Gas Desulfurization Sludge ("FGDS") landfill and ongoing CCR compliance, and

WHEREAS, Ordinance 090-03-24 authorized additional funding in an amount of \$70,000.00 and

WHEREAS, Schiff is providing legal assistance with, but not limited to, drafting a response to USEPA Region V and negotiating a compliance schedule, and being available to respond expeditiously to the numerous regulatory agency requests when the Utilities' legal personnel is unavailable to respond or needs assistance, and

WHEREAS, additional expenditure authority in the amount of \$100,000.00 is needed for the firm for a cumulative total amount not to exceed \$195,000.00 under this contract, and

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

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 an additional expenditure in an amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00) as additional counsel in relation to the FGDS landfill.

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

Section 3. The payment to Schiff for the total maximum amount of One Hundred Ninety-Five Thousand Dollars and No Cents (\$195,000.00) from Account No. 102-400-F-7882-1217 is hereby authorized, approved and directed.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 1-16-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: ArentFox Schiff LLP
CONTRACT AMOUNT: \$100,000.00 additional / \$195,000.00 total
TYPE OF AWARD: Professional Service

PRIOR ORDINANCE INFORMATION:

OBM Factsheet NB24-291U, \$25,000.00, Ord. 090-03-24 \$70,000.00

INFORMATION:

The Flue Gas Desulfurization Sludge ("FGDS") landfill has been permitted by the Illinois Environmental Protection Agency ("IEPA") since 1995. The USEPA disagrees with the Utilities' interpretation that since IEPA permits the landfill, it makes the Utilities' landfill exempt from the duplicative requirements of the US Environmental Protection Agency's ("USEPA") Coal Combustion Residuals ("CCR") Landfill Regulations.

Previously, an OBM Fact Sheet authorized a professional service agreement (NB24-291U) with ArentFox Schiff LLP ("Schiff") for outside Counsel's assistance with responding to the USEPA correspondences for the FGDS landfill and ongoing CCR compliance for \$25,000.00. Work includes but was not limited to drafting a response to USEPA Region V and negotiating a compliance schedule.

Ordinance 090-03-24 authorized additional funding not to exceed \$70,000.00 with Schiff for the continuation of outside Counsel's assistance as needed.

This Ordinance authorizes additional funding not to exceed \$100,000.00 with Schiff for the completion of these discussions with USEPA in FY25 and any needed additional assistance for FY26, if necessary. The large amount of regulatory work on the CCR impoundment issues, the complexity of the state and federal issues impacting the Utilities' landfill and ash ponds, and the limited Utility resources have resulted in the need for further legal assistance to be available to respond expeditiously to the numerous regulatory agency requests.

AN ORDINANCE AUTHORIZING ADDITIONAL PAYMENT TO ARENTFOX SCHIFF LLP, AS
OUTSIDE COUNSEL FOR ASSISTANCE WITH THE COAL COMBUSTION RESIDUALS
REGULATIONS AND THE UTILITIES' FLUE GAS DESULFURIZATION SLUDGE LANDFILL,
IN THE AMOUNT OF \$70,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$95,000.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, pursuant to a previously approved OBM Fact Sheet (NB24-291U), the City authorized the execution of a professional service contract in the amount of \$25,000.00 with ArentFox Schiff LLP ("Schiff") for outside Counsel's assistance with responding to the U.S. Environmental Protection Agency ("USEPA") correspondences for the Flue Gas Desulfurization Sludge ("FGDS") landfill and ongoing CCR compliance, and

WHEREAS, Schiff is providing legal assistance with, but not limited to, drafting a response to USEPA Region V and negotiating a compliance schedule, and being available to respond expeditiously to the numerous regulatory agency requests when the Utilities' legal personnel is unavailable to respond or needs assistance, and

WHEREAS, additional expenditure authority in the amount of \$70,000.00 is needed for the firm for a cumulative total amount not to exceed \$95,000.00 under this contract, and

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

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 an additional expenditure in an amount not to exceed Seventy Thousand Dollars and No Cents (\$70,000.00) as additional counsel in relation to the FGDS landfill.

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

Section 3. The payment to Schiff for the total maximum amount of Ninety-Five Thousand Dollars and No Cents (\$95,000.00) from Account No. 102-400-F-7882-1217 is hereby authorized, approved and directed.

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

PASSED: March 19, 2024

RECORDED: March 20, 2024

ATTEST: [Signature]

SIGNED: March 20, 2024

[Signature]
MAYOR

Approved as to legal sufficiency

[Signature] 3/1/24
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

COPY

2024-062
2025-022

COPY

- ☐ CONTRACTS BETWEEN \$5,000 AND \$15,000
☐ CONTRACTS \$50,000 AND UNDER
☒ PROFESSIONAL SERVICE CONTRACTS \$25,000 AND UNDER
☐ CONTRACT MODIFICATION WITHIN 10%
☐ FUNDING APPROVAL FOR MULTI YEAR CONTRACT

Contract #
1437



ORIGINATOR: Deborah Williams	DATE: 8/15/23
OFFICE REQUESTING: Regulatory Affairs Division	CONTACT PERSON: Michelle Carlisle
TYPE OF CONTRACT: Professional Service	PHONE NUMBER: 789-2116 x 2828
CONTRACT INDEX #: NB24-2910	FISCAL IMPACT: 25,000.00

DESCRIPTION / JUSTIFICATION:

Outside Counsel's assistance with responding to the RCRA Vn for the FGDS landfill and ongoing COR compliance counseling in a cost-effective manner. Work to include but not limited to drafting a response to US EPA Region V and negotiating a compliance schedule, if appropriate.

PLEASE LIST SUPPORTING DOCUMENTATION (i.e. CONTRACT AGREEMENT, CHANGE ORDER, BID BOOK, ETC.)

Proposal, e-mail stating releas.

CONTRACTOR / VENDOR NAME: ArentFox Schiff LLP		VENDOR NO:	
CONTRACT TERM:		CHANGE IN SCOPE: ☐ YES ☒ NO	
CONTRACT AMOUNT \$ 25,000.00		ADDITIONAL AMOUNT: \$	
METHOD OF PURCHASE			
☐ LOW BID	☐ SOLE SOURCE	PREVIOUS ORDINANCE #	
☐ ONLY BID	☒ PROFESSIONAL SERVICE	ISD APPROVAL (IF REQUIRED) ☐ YES ☒ NO	
☐ GRANT FUNDED	☐ JOINT PURCHASING	PURCHASING AGENT APPROVAL REQUIRED ☒ YES ☐ NO	
☐ OTHER	☐ REQUEST FOR PROPOSAL		

ACCOUNTING INFORMATION (IF MORE THAN FOUR ACCOUNTS, PLEASE ATTACH LIST)

EXPENDITURE			
FUND	AGENCY	ORG	AMOUNT
102	400	F 7882	1217 25,000.00

DEPARTMENT DIRECTOR: DD DATE: 8-15-23 @ 2:02
FUNDS CHECKED BY: BK DATE: 8-15-23 @ 2:50
CITY PURCHASING AGENT: GEN DATE: 8/15/23
ORD DIRECTOR: GEN DATE: 8/15/23

S:\Ordinance Fact Sheet\OBM FACT SHEET 1.doc/DLRunk

COPY

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

COPY

COPY



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

MEMORANDUM

TO: Michelle Carlisle
FROM: Anthony Quinones - Central Purchasing
DATE: September 1, 2023
SUBJECT: Professional Services Determination

I have reviewed the OBM Fact Sheet to ArentFox Schiff LLP for Outside Counsel assistance in an amount not to exceed \$25,000.00 for CWLP - Regulatory Affairs Division. Based on the information provided, I have determined that this vendor possesses a degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.

2024
2025-022

1 Carlisle, Michelle

From: Williams, Deborah J
Sent: Monday, August 14, 2023 2:42 PM
To: Carlisle, Michelle
Subject: FW: CCR Scope and Budgets

I've attached the description of Phase I of CCR Landfill outside legal counsel project for the OBM fact sheet.

Deborah J. Williams
Regulatory Affairs Director
City of Springfield Office of Public Utilities
800 E. Monroe, 4th Floor
Springfield, Illinois 62701
(217) 789-2116 ext. 2628

From: More, Joshua <joshua.more@afslaw.com>
Sent: Monday, August 7, 2023 9:43 AM
To: Williams, Deborah J <Deborah.Williams@cwlp.com>
Subject: CCR Scope and Budgets

CAUTION: This email originated from outside the City of Springfield/CWLP. DO NOT reply, click links, or open attachments unless you recognize and/or trust the sender. Please contact ISD Technical Support @ Ext. 2834 with questions or concerns.
Deb

Thank you for your voice mail. As discussed, I believe we can help with responding to the RCRA VN for the landfill and ongoing CCR compliance counseling in a cost-effective manner.

RCRA Landfill VN: est. under \$25,000
Sarah Lode will be primarily responsible for drafting a response that focuses on offering a schedule for coming into compliance. Sarah has worked with me on several CCR issues and is familiar with the rule. Her billing rate is \$545 and my billing rate is \$830. While this work will be billed on a time and material basis, we will take all measures to ensure the response comes within the budget.

Please let me know when and how you would like to proceed. I leave Friday for Canada.

Josh

ArentFox
Schiff
Joshua R. More
PARTNER AND ENVIRONMENTAL PRACTICE CO-LEADER | ARENTFOX SCHIFF LLP
HE/HIM/HIS

joshua.more@afslaw.com | 312.258.5769 direct
File | My LinkedIn | Subscribe
233 South Wacker Drive, Suite 7100, Chicago, IL 60606

COPY

CONFIDENTIALITY NOTICE: This e-mail and any attachments are for the exclusive and confidential use of the intended recipient. If you received this in error, please do not read, distribute, or take action in reliance upon this message. Instead, please notify us immediately by return e-mail and promptly delete this message and its attachments from your computer system. We do not waive attorney-client or work product privilege by the transmission of the message.

ORDINANCE FACT SHEET

DATE OF 1st READING: 01-21-25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x-2626

FISCAL IMPACT: \$100,000.00

SUGGESTED TITLE: Authorize additional payment authority / for services / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: ArentFox Schiff LLP

VENDOR NO: _____

CONTRACT TERM: - Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$95,000.00 (\$25k + \$70k)

-

\$100,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

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

Code Provision: 38.42

Previous Ord #'s OBM / Ord. 090-03-24

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	400	F	7782	1217	100,000.00
2						
3						
4						

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

Back up doc. from previous authorization

STAFF ANALYSIS

Additional funding is needed to the continuation for outside Counsel's assistance with responding to the RCRA VN for the FGDS landfill and ongoing CCR compliance counseling.

FUNDS CHECK BY: Kerfoot, Benjamin
R.Digitally signed by Kerfoot,
Benjamin R.
Date: 2025.01.14 13:48:11 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2025.01.14 12:54:09 -06'00'

Date: _____

CITY PURCHASING AGENT: J Michael Lesko

Date: 1/14/2025

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2025-022

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

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

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

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

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

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

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

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Office of Corporation Counsel/Date

Requested by: Public Works/Mayor Buscher

Location: Ward 1



January 7, 2025

Springfield City Clerk
106 - Municipal Center West
Springfield, Illinois 62701

RE: Project Cardinal – Large Scale Development Plan

City Clerk,

At its December 5, 2024 meeting, the Land Subdivision Committee of the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced project. All conditions of approval have now been met. Enclosed is the required number of prints of the project.

Please place this plan on the agenda of the City Council. This plan shall remain pending until the City Engineering Department has submitted the appropriate resolutions.

Sincerely,



Shannan Karrick
Acting Executive Director

SK/JZ/EP/SR/st

Enc

cc: Dan Crouse
Tim Griffin
John Kovski
Joel Repiscak
Martin Engineering



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Shannan Karrick, Acting Executive Director *SK*

DATE: January 7, 2025

RE: Large Scale Development Plan Recommendation – Project Cardinal

Enclosed is a summary of a Large Scale Development Plan reviewed at the December 5, 2024 meeting of the Land Subdivision Committee of the Springfield-Sangamon County Regional Planning Commission. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this Large Scale Development Plan for your convenience.

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

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

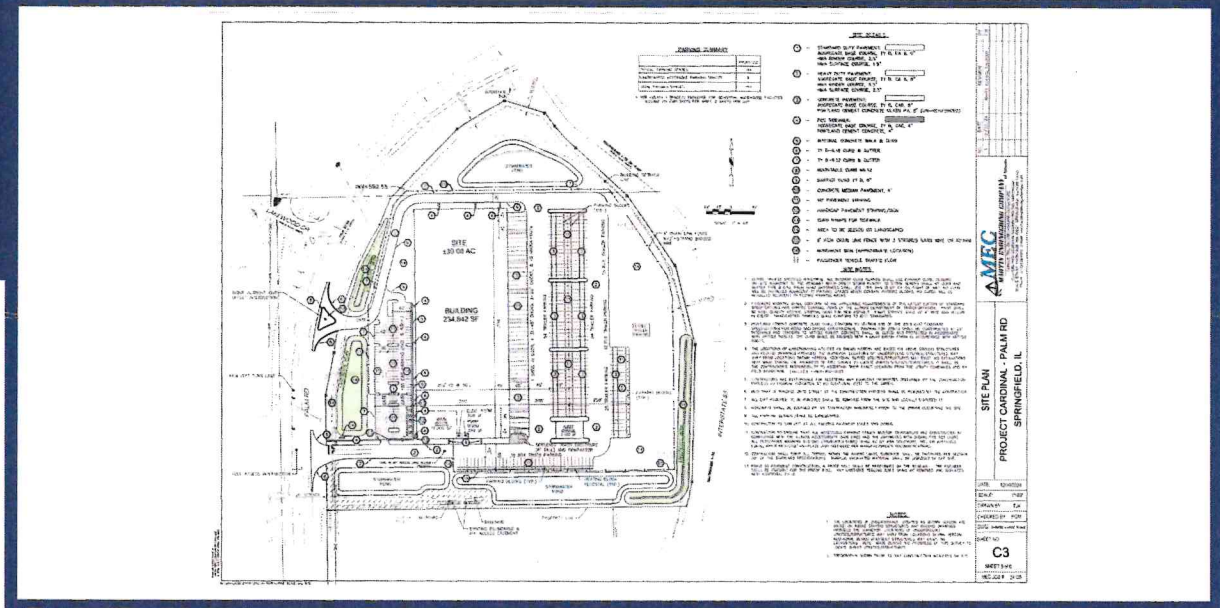
SK/JZ/EP/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Amy Rasing



PROJECT SUMMARY



Development: Project Cardinal - Large Scale Development Plan

Owner: John Kovski

Acres: 29.925

Engineer: Martin Engineering

Lots: 1

Location: Pt. of the NW 1/4, Sec. 10, and Pt. of the SW 1/4, of the SW 1/4, Sec. 3, T14N, R5W – Located South and East of Palm Road and West of I-55.

Corporate Limits: ☒ in ☐ out

Project description: The proposed development is a 234,842 square foot industrial warehouse building located along Palm Road. The site will contain two access points with the northern one being right-in, right-out.

Essential Services: Sewer: SCWRD

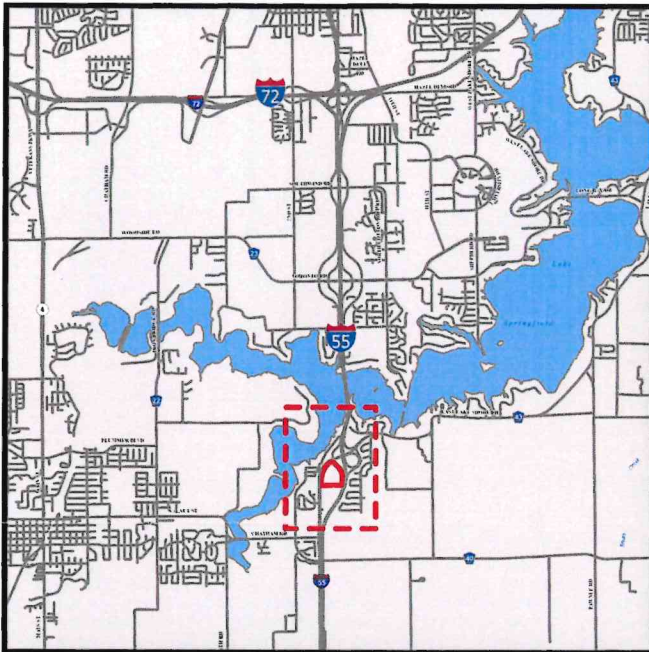
Electric: CWLP

Water: CWLP

Fire Protection: SFD

Variances approved: N/A

Recommendation: Approval



Project Cardinal
Large Scale
Development Plan

**SSC
RPC** Springfield-Sangamon County
Regional Planning Commission

Subdivision Reviewed
Date: 1/7/2025



2025-023

ORDINANCE FACT SHEET

DATE OF 1st READING: January 21, 2025

OFFICE REQUESTING: Public Works

CONTACT PERSON: Daniel R. Crouse

PHONE NUMBER: 217-789-2255

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

FISCAL IMPACT: _____

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

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

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

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

STAFF ANALYSIS

This is an ordinance approving the large scale development of Project Cardinal for the Office of Public Works. The development is located on the east side of Palm Road and the west side of On-ramp 88S for Interstate 55.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: Nathan Bates

CITY PURCHASING AGENT:

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

Date: _____

Date: 1/13/2025

Date: _____

(Director of OBM) _____

The information supplied on this form is not confidential information.

2025-023

AN ORDINANCE AUTHORIZING SUPPLEMENTAL RELOCATION EXPENSES, IN AN AMOUNT NOT TO EXCEED \$5,352.74, FOR THE RELOCATION OF OCCUPANTS AND PERSONAL PROPERTY LOCATED ON PARCEL SR0135, 709 BARRETT STREET, RELATING TO THE SPRINGFIELD RAIL IMPROVEMENTS PROJECTS, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, Robert E. Sidener, Jr. and Deborah Sidener owns the property located on parcel SR0135, 709 Barrett Street, in Sangamon County; and

WHEREAS, it is necessary to authorize \$5,352.74 for relocation expenses in compliance with the federal Uniform Relocation Act; and

WHEREAS, the relocation of the occupants and personal property located on parcel SR0135, 709 Barrett Street is for public purposes specifically associated with the Springfield Rail Improvements Projects.

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

Section 1: That the City Council hereby approves relocation expenses for the occupants and personal property occupying parcel SR0135, 709 Barrett Street, in the amount of \$5,352.75, in compliance with the Federal Uniform Relocation Act for public purposes specifically associated with the Springfield Rail Improvements Projects as attached hereto as Exhibit A.

Section 2: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment in an amount not to exceed \$5,352.74 to Robert E. Sidener, Jr. and Deborah Sidener for the occupants and personal property occupying parcel SR0135, 709 Barrett Street, from account number 041-110-GAST-STRS-2301.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel

Parcel SR0135 – Robert E. Sidener, Jr. and Deborah Sidener
Expenditures to Date / Final Supplemental Relocation (estimate)

Unit 01 - Robert E. Sidener, Jr. and Deborah Sidener

Relocation Complete	Total Cost	\$28,428.05
---------------------	------------	-------------

Unit 02 - Central Illinois Stampcrete Corp

Relocation Complete	Total Cost	\$151,379.24
---------------------	------------	--------------

Unit 03 - Carolina Contractors and Painting Inc.

Relocation Complete	Total Cost	\$79,904.16
---------------------	------------	-------------

Unit 04 - Accounting & Information Technology Group, Inc.

Relocation Complete	Total Cost	\$70,643.78
---------------------	------------	-------------

Unit 05 - Yuri A. Simmons d/b/a Illustrious Services

Relocation Complete	Total Cost	\$96,897.51
	Total Claims	\$427,252.74
	Total Allocated	\$421,900.00
	Remaining	-\$5,352.74

Ex. A

2025-024

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-03
DATE OF 1ST READING: 1/21/2025

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 785-2255

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

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 5,352.74

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING SUPPLEMENTAL RELOCATION EXPENSES FOR THE BUSINESSES PREVIOUSLY OCCUPYING PARCEL SR0135, IN AMOUNT NOT TO EXCEED \$5,352.74; THE BUSINESSES WERE LOCATED ON REAL ESTATE PURCHASED BY THE CITY OF SPRINGFIELD AT 709 BARRETT ST. FOR USABLE SEGMENT 5 OF THE SPRINGFIELD RAIL IMPROVEMENT PROJECT.

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

supplemental relocation cost estimate

CONTRACTOR / VENDOR NAME: Sidener, et al

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

\$5,352.74

Additional Amount

Method of Purchase (check one)

Previous Ord #s

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

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301	\$ 5,352.74
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for supplemental relocation expenses of business assets located at 709 Barrett Street. The relocation of said personal property is for public purposes, specifically associated with the Springfield Rail Improvements Projects. The relocation costs are in compliance with the Federal Uniform Relocation Act.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN ENVIRONMENTAL CORPORATION FOR COMPLETION OF THE PHASE II REPORT FOR THE NORTH MANSION BLOCK TO BE SUBMITTED TO THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR AN AMOUNT NOT TO EXCEED \$49,368.05, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the Office of Public Works is in need of environmental site assessment services for Phase II of the North Mansion Block Project as described in the agreement with American Environmental Corporation attached hereto; and

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

WHEREAS, American Environmental Corporation is willing and able to provide these environmental site assessment services in an amount not to exceed \$49,368.05; and

WHEREAS, a copy of the agreement with American Environmental Corporation shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of a Professional Services agreement with American Environmental Corporation to provide environmental site assessment services to complete a Phase II report to be submitted to the Illinois Environmental Protection Agency for the North Mansion Block Project in the amount of \$49,368.05 for the Office of Public Works. The Mayor and City Clerk are authorized to execute the agreement and any other necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to American Environmental Corporation (VC-5460) in the amount of \$49,368.05 from account number 095-110-WORK-INFR-1204 upon satisfactory performance of the agreement.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel



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

MEMORANDUM

TO: Nathan Bottom

FROM: Anthony Quinones – Central Purchasing 

DATE: January 13, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet to American Environmental Corporation for professional services agreement to complete the Phase II report for the North Mansion Block to be submitted to the Illinois EPA in an amount not to exceed \$49,368.05 for the Department of Public Works.

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



Springfield Regional Office

Via email
nathan.bottom@springfield.il.us

January 11, 2025

Mr. Nate Bottom
Chief City Engineer
300 South 7th Street
Springfield, Illinois 62701

Re: Proposal for Phase II Environmental Site Assessment
North Mansion Block – PINs 14-34.0-153-001 through 14-34.0-153-016
North of Jackson Street between 4th and 5th Streets
Springfield, Illinois 62701
AEC Proposal Number 447022ADD

Dear Mr. Bottom:

AEC, LLC is pleased to submit this proposal to conduct a Phase II environmental site assessment for the above referenced properties (commonly referred to as the “North Mansion Block or NMB”). The NMB is currently unoccupied by above-ground structures. An underground stormwater storage system is located within the southern half of the NMB.

On May 27, 2016, AEC, LLC issued the Phase I Environmental Site Assessment for the NMB. The assessment identified three recognized environmental conditions (RECs) on the property. AEC, LLC conducted Phase II Subsurface Investigations on the NMB targeting the identified RECs. Indicator contaminant concentrations above the State of Illinois remediation objectives were identified in the soil and groundwater during the investigations.

The City of Springfield contacted AEC, LLC about updating the Phase I Environmental Site Assessment to make it current. Per Illinois Environmental Protection Agency (Illinois EPA) guidelines, the Phase II analytical results are no longer acceptable. A Comprehensive No Further Remediation (NFR) Letter from the Illinois EPA is desired. Completion of the Illinois EPA Site Remediation Program (SRP) is necessary to receive the NFR Letter. The estimated costs in this proposal are based on resampling at the previous collection locations in the northern half of the NMB. AEC, LLC will conduct the site assessments according to the ASTM International Standard E1903-19. The SRP process will follow Title 35 Illinois Administrative Code (IAC) Part 740.

I. PHASE II ENVIRONMENTAL SITE ASSESSMENT

The proposed subsurface investigation will mirror the sample locations and depths of the AEC, LLC March 26, 2019 (revised April 5, 2019) Subsurface Investigation Report. The investigation will

2025-025

determine whether contaminants of concern associated with the RECs identified by the prior environmental assessment of the property remain in soil and groundwater. AEC, LLC presumes soil sampling cannot be conducted in the NMB southern half due to the stormwater collection system. Analytical data will be compared to the applicable Illinois EPA remediation objectives.

PHASE II SCOPE OF SERVICES

AEC, LLC will conduct the assessment according to the guidelines set forth by the ASTM International Standard E1903-19.

Task 1 – Phase II Startup

AEC, LLC will perform a utility locate request, prepare sample kits, and coordinate with the subcontractors.

Task 1 Cost: \$ 940.80

Task 2 – Phase II Subsurface Investigation

AEC, LLC proposes to advance ten soil borings in the same general locations of the borings installed as part of the subsurface investigation for the northern half of the NMB on February 26, 2019. Boring locations may be modified, or additional borings may be added depending on the Illinois EPA and Illinois Department of Natural Resources (Illinois DNR) Site Investigation Plan review comments. Proposed boring locations are shown on the attached Figure 1. Exact locations will be selected during drilling based on utility locations and site observations.

The proposed borings will be advanced with a direct-push drill rig to a maximum depth up to 15-feet below the ground surface. Two soil samples will be collected from each soil boring at the same depths used during the February 26, 2019, event. Additional samples may be collected from areas with apparent evidence of contamination, discoloration, staining or changes in lithology, if present.

Three of the borings will be converted to two-inch groundwater monitoring wells with PVC, ten-foot factory-slotted screens and solid PVC risers. AEC, LLC will return one week after installation to develop the wells. One week after well development, groundwater samples will be collected from each monitoring well using a disposable bailer. All samples will be submitted to an Illinois accredited laboratory for analysis. Samples will be analyzed for the elements and chemical compounds presented in 35 IAC Part 740 Appendix A Target Compound List.

Task 2 Cost: \$ 38,592.00

Task 3 – Phase II Report

AEC, LLC will review laboratory reports, tabulate the analytical data, and prepare a Site Investigation Report in accordance with 35 IAC Part 740.425 for the Illinois EPA and the Illinois

DNR review. The site investigation report and one copy will be submitted to the Illinois EPA. An electronic copy of the report will be provided to the client. Paper copy available upon request.

Task 3 Cost: \$ 6,840.00

Task 4 – Disposal

AEC, LLC will profile, manifest, and arrange transport to a properly permitted disposal facility for five 55-gallon drums of solids and two 55-gallon drums of liquids. The final manifests will be supplied to the generator upon completion.

Task 4 Cost: \$ 2,995.25

If AEC, LLC expects the project cost will exceed the proposed amount due to unexpected circumstances, property or structural conditions, or changes in the project scope, AEC, LLC will notify the client and obtain approval prior to incurring costs beyond the proposed amount.

ASSUMPTIONS

- This price is valid for 45 days.
- Prevailing wages apply.
- Permit costs not included.
- Illinois EPA SRP enrollment and other fees not included.
- It is the responsibility of the client and authorized agents of the client to provide AEC, LLC with access to the subject property.
- Any additional soil, water, radon, air, mold, or other sampling or services requested will be completed at an additional cost to the quoted price.

RELIANCE

This proposal is for services intended for the exclusive use of the client. AEC, LLC's report resulting from this proposed assessment would therefore contain the following paragraph:

"This assessment was performed on behalf of and solely for the exclusive use of the City of Springfield. No other company, entity or person shall have any rights with regard to AEC, LLC's contract with the above client, including but not limited to indemnification by AEC, LLC, or any rights of reliance on the findings, conclusions and recommendations of this or any subsequent reports regarding the referenced site."

In the event the client requests additional entities to rely on the reports produced as part of this proposal, AEC, LLC will provide specific language identifying the extent to which certain individuals or entities may rely on the findings of this investigation. Any use or reliance shall be in accordance with the terms and conditions of the original contract with the client. A fee of \$295.00 will be assessed for each additional entity (beyond one) for which reliance is requested.

CONFIDENTIALITY

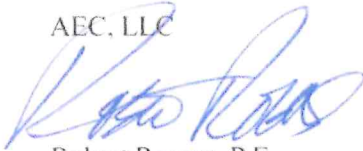
It is AEC, LLC's policy to keep all information generated during the activities proposed herein and all communications with the client or its representative confidential. Except to the extent that such information is already in the public domain or is otherwise required to be disclosed by law, AEC, LLC will not disclose such information to any third parties, including government regulatory agencies, without the permission of the client or its representative.

After reviewing this proposal, please issue a purchase order to complete the work and acknowledge your acceptance by signing the enclosed Standard Form of Agreement. Return the signature page to me at the Springfield Regional Office via email to brogers@aecspfld.com. Upon signature of an agreement by both parties, AEC, LLC will initiate the project immediately.

Should you have any questions or wish to discuss this proposal further, please do not hesitate to call me at (217) 585-9517. Thank you very much for your consideration. We look forward to helping you with this important project in the very near future.

Sincerely,

AEC, LLC



Robert Rogers, P.E.
Regional Manager

attachments

**STANDARD FORM OF AGREEMENT
OF
AEC, LLC**

This Agreement (the "Agreement") is made by and between AEC, LLC and the City of Springfield, ("Client") on this _____ day of _____, 20____, for services to be provided as described in Proposal 447022ADD attached hereto on a certain property in Sangamon County, Illinois, as more specifically described in Article 1 below (the "Property").

BACKGROUND

1. Client is in need of assistance in determining the level of environmental risk and liability associated with past and present usage of the Property;
2. AEC, LLC is in the business of analyzing environmental risk and liability associated with past and present usage of land; and
3. Client desires to retain AEC, LLC to assist Client in determining the level of environmental risk and liability associated with past and present usage of the Property and to render a professional opinion recommending steps in the removal, elimination, reduction or minimization of such environmental risks and liabilities, and AEC, LLC desires to provide such service to Client;

NOW, THEREFORE, in consideration of the mutual covenants and conditions of this Agreement, together with other valuable consideration, the sufficiency of which is hereby acknowledged, the recital provisions set forth above are incorporated herein as a part of this Agreement and AEC, LLC and Client agree as follows:

**ARTICLE 1
Scope of Services**

Section 1.1 *Services and Proposal.* AEC, LLC shall provide the "Services" described within proposal number 447022, attached hereto and made a part hereof (hereinafter, the "Proposal"). The Proposal is subject to the establishment of Client's credit approval with AEC, LLC's credit manager.

**ARTICLE 2
Time of Commencement and Completion of Services**

Section 2.1 *Contracted Time of Performance.* The Services shall be commenced after execution of this agreement and Notice to Proceed.

Section 2.2 *Additional Time for Performance.* AEC, LLC shall be entitled to additional time to complete the Services, together with additional compensation for any costs incurred in completing the Services, which are the results of the acts or omissions of the Client which delay or interfere with the completion of the Services.

**ARTICLE 3
Compensation**

Section 3.1 *Compensation to AEC, LLC.* Compensation shall be determined in accordance with the Proposal, subject to additions and deductions as agreed to by and between AEC, LLC and Client throughout the period of performance of the Services. Invoices shall be paid by Client upon receipt. Any outstanding balance remaining unpaid fourteen (14) days after the invoice date, shall be subject to interest at the rate of 1.5% per month (18% per annum), beginning fifteen (15) days from the invoice date.

Section 3.2 *Suspension of Services.* Upon giving written notice to Client, AEC, LLC may suspend the Services without incurring any liability, until all past due amounts (including, without limitation, collection costs, attorney fees and accrued interest) have been paid. If Client fails to make timely payment(s) under this Agreement and AEC, LLC incurs costs to collect payment(s) from Client, Client shall be liable to AEC, LLC for all of AEC, LLC's costs, expenses, interest and damages, including without limitation, attorney fees incurred by AEC, LLC in the collection of such payment(s).

Section 3.3 *Additional Hazardous or Toxic Substances.* If hazardous or toxic substances or materials are discovered or located by AEC, LLC on the Property which were not previously anticipated to be present on the Property, i.e. during a subsurface investigation (Phase II), AEC, LLC will be entitled to additional compensation for its additional costs caused by the presence of such materials, which compensation will be disclosed by AEC, LLC to Client at the time such materials are discovered.

**ARTICLE 4
Client's Responsibilities**

Section 4.1 *Property Data and Information.* Upon request of AEC, LLC, the Client shall furnish to AEC, LLC, at no cost to AEC, LLC: (a) all surveys and other data and information describing the legal limitations, restrictions and utility locations on the Property; (b) a legal description of the Property; (c) all information and data within the possession, knowledge or control of Client which may have an impact on AEC, LLC's performance of the Services; and (d) if requested by AEC, LLC, copies of any and all specifications for the Property that are in the possession or control of Client.

Section 4.2 *Use of Adjacent Property.* Client shall, at its own expense, secure all necessary approvals, easements, licenses, assessments, charges or other provisions necessary for the use or occupancy of adjacent property by AEC, LLC during the performance of the Services.

Section 4.3 *Indemnification.* Client indemnifies, holds harmless and agrees to defend AEC, LLC and its agents and employees from and against any and all claims, liabilities, suits, judgments, fines, penalties, damages, losses and expenses, including without limitation, attorney

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fees arising out of the performance of the Services, and claims for delay and loss of use resulting therefrom to the extent that such claims, losses, expenses and damages are based upon the negligence, acts or omissions of Client or its agents, employees, representatives or any other person representing or affiliated in any way with Client.

ARTICLE 5 AEC, LLC's Responsibilities

Section 5.1 **Existing Underground Utilities.** AEC, LLC shall take reasonable steps to avoid contact or interference with existing underground utility lines, structures or other improvements to the extent that the location of the underground utility lines, structures or other improvements are provided to or otherwise known by AEC, LLC prior to commencement of the Services. In the event the utility locations are not provided to AEC, LLC, Client shall be fully responsible for any losses, claims, damages or other liabilities which result from the contact, interference or destruction of any underground utility lines, structures or other improvements by AEC, LLC in the performance of the Services.

Section 5.2 **Samples.** AEC, LLC will not hold any and all samples collected from the Property beyond the period that is standard practice by the chosen laboratory. If storage is required by Client for a period greater than the industry standards, AEC, LLC and Client shall agree on a reasonable storage and handling fee to be paid by Client to AEC, LLC.

Section 5.3 **Ownership of Documents.** Any and all written documents prepared by AEC, LLC, and or provided to Client by AEC, LLC, (collectively, the "Documents") shall remain the property of AEC, LLC until AEC, LLC is paid in full under this Agreement. In the event that AEC, LLC is not fully compensated for the Services rendered under this Agreement, Client shall remit the Documents to AEC, LLC upon AEC, LLC's demand. Client agrees that it will not make use of the Documents or any information contained therein for any purpose whatsoever until AEC, LLC is paid in full under this Agreement.

Section 5.4 **Notice of Hazardous Substances.** If AEC, LLC discovers any hazardous substances or materials located on the Property, AEC, LLC shall promptly notify Client and the Property owner. Client shall post sufficient warnings against such hazards on the Property within a reasonable time after such notice from AEC, LLC. Unless agreed otherwise, it shall not be the responsibility of AEC, LLC to remove, neutralize or contain any hazardous substances or materials discovered on the Property. Client shall be solely responsible for providing any notices required to be made to the Illinois Environmental Protection Agency or any other governmental agency or instrumentality which is required to be notified of the discovery of hazardous substances or materials or the remediation undertaken in connection with the discovery of such items.

Section 5.5 **Unknown Site Conditions.** Client acknowledges that if soil borings are installed on the Property: (a) testing and assessment by AEC, LLC shall be conducted only within each individual soil boring; (b) subsurface conditions may vary from those encountered within any individual soil boring; and (c) interpretations and recommendations or assessment by AEC, LLC are based solely on data compiled from individual borings. AEC, LLC shall remain responsible for the accuracy of the data and the information contained within each soil boring and for the recommendations and assessments made based on such boring; however, AEC, LLC shall not be responsible for any additional costs, expenses, losses, damages or liability sustained by Client or by any other person due to subsurface conditions not specifically discovered within individual soil borings or explorations.

Section 5.6 **Removal of Property.** While AEC, LLC is on the Property, AEC, LLC shall be responsible for the removal of any materials, tools, equipment or rubbish on the Property, which accumulated on the Property resulting from the performance of the Services.

Section 5.7 **Variance of Client Documents with Actual Conditions.** If AEC, LLC observes or discovers that any portion of any document provided to AEC, LLC by Client is in variance with the actual conditions on the Property, AEC, LLC shall notify Client of such variance. It shall not be the responsibility of AEC, LLC to review documents provided to AEC, LLC by Client for the express purpose of discovering defects or variances between such documents and the conditions, which actually exist at the Property.

Section 5.8 **Insurance by AEC, LLC.** In connection with the performance of the Services, AEC, LLC shall maintain insurance for protection from claims under Worker's Compensation Acts, damages due to bodily injury, personal injury, death of employees or any other persons, and from claims for damages due to loss or other damages.

Section 5.9 **Performance of Services.** AEC, LLC shall provide supervision of its employees by competent, experienced personnel. AEC, LLC shall not be responsible for observation, supervision or coordination with any other contractors, subcontractors or other personnel not engaged or employed by AEC, LLC at the Property. All work, conclusions and recommendations are necessarily governed by the site conditions and the scope of the engagement. AEC, LLC will make recommendations where it believes additional studies or work is advisable and may bear upon AEC, LLC's recommendations and conclusions. In performing the Services, AEC, LLC warrants to Client that AEC, LLC will apply generally accepted professional standards and will exercise its professional judgment, skills and care in a manner consistent with that of other professionals in the industry performing similar work under similar conditions. This warranty is made in lieu of all other warranties, expressed or implied. AEC, LLC is not responsible for the independent conclusions, opinions or recommendations made by others based upon AEC, LLC's Services. AEC, LLC shall take reasonable steps to avoid damage, destruction, or mutilation of existing structures; however, Client acknowledges that samples or cuts may have to be collected from existing structures and Client agrees that the cost to repair or replace such collected samples are the sole responsibility of Client.

Section 5.10 **Corrective Action and Remediation.** If AEC, LLC is engaged to perform corrective action or remediation work on the Property, the specific services to be provided by AEC, LLC for such work shall be set forth in the Proposal. The corrective action or remediation work may require AEC, LLC to install or provide certain equipment, machinery or other property (the "Remediation Equipment") on the Property. AEC, LLC makes no representation or warranty relating to the Remediation Equipment or the required operation of the Remediation Equipment, as any claims relating to such equipment shall be made solely through the manufacturer's warranty, to the extent such warranty is provided, for the Remediation Equipment.

ARTICLE 6 Termination

Section 6.1 **Rights of Termination.** AEC, LLC or Client may terminate this Agreement for nonperformance of the terms and conditions of the Agreement upon giving ten (10) days written notice to the other party expressly stating the reason(s) for such termination.

Notwithstanding the foregoing, if Client terminates this Agreement with AEC, LLC, such termination shall only be effective if AEC, LLC fails to remedy its performance pursuant to the terms and conditions of this Agreement within ten (10) days after AEC, LLC's receipt of the termination notice, or such additional time as may reasonably be required depending on the reason(s) for termination. If AEC, LLC terminates this Agreement with Client due to nonpayment of the required compensation hereunder, such termination shall only be effective if Client fails to satisfy its financial obligations in full to AEC, LLC within ten (10) days after Client's receipt of the termination notice. AEC, LLC shall be compensated for its services rendered pursuant to this Agreement, plus expenses incurred by AEC, LLC relating to the termination of this Agreement.

ARTICLE 7

Miscellaneous

Section 7.1 ***Governing Law.*** This Agreement shall be governed by the laws of the State of Illinois.

Section 7.2 ***Binding Agreement.*** AEC, LLC and Client acknowledge this is a binding agreement between the parties and their respective successors and assigns. Neither party may assign any rights or obligations contained within this Agreement without the written consent of the other party. In the event that such an assignment is consented to, the assigning party shall remain legally responsible for the completion of the terms, conditions and other obligations of this Agreement. The provisions of this Agreement supersede all other documents, agreements, negotiations and discussion between AEC, LLC and Client, and represent the entire agreement between AEC, LLC and Client.

Section 7.3 ***Severability.*** In the event that any clause in this Agreement is deemed or rendered to be unenforceable by any Court having jurisdiction over the parties of this Agreement, it is the intent of the parties that the remainder of the Agreement shall be in full force and effect.

Section 7.4 ***Captions.*** The captions, titles and paragraph headings used in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement or any paragraph, article or provision herein.

Section 7.5 ***Dispute Resolution.*** In the event a dispute shall arise with regard to compliance by a party with the terms and provisions of this Agreement and such dispute should result in litigation or alternative dispute resolution, the prevailing party to such litigation or alternative dispute resolution shall be entitled to reasonable attorney fees and costs, which costs shall include, without limitation, court costs and those costs related to litigation and/or the alternative dispute resolution process.

This Agreement has been executed as of the date last below written.

AEC, LLC

City of Springfield

By: _____
Signature

By: _____
Signature *GR*

By: Robert Rogers
Print

By: _____
Print

Title: Regional Manager

Title: _____

Date: _____

Date: _____

FOR PAYMENT OF CHARGES:

Charge Invoice to the Account of:

Firm _____
Street Address _____
_____ Zip Code _____
Attention _____ Telephone _____

PROPERTY OWNER IDENTIFICATION (If other than above):

Name _____
Street Address _____
_____ Zip Code _____
Attention _____ Telephone _____

FOR APPROVAL OF CHARGES:

Send Invoice to:

Firm _____
Street Address _____
_____ Zip Code _____
Attention _____ Telephone _____

If the invoice is to be mailed for approval to someone other than the account charged, please indicate in the space above. Invoices for completed work will be issued every four weeks for continuous or extended projects unless otherwise agreed.

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EAST CAPITOL AVENUE



REC - APPROXIMATE
LOCATION OF GASOL
USTs

SUBJECT PROPERTY
(approx.)

REC - APPROXIMATE
LOCATION OF FORMER
AUTO SALES AND
SERVICE

REC - BRIDGESTONE
OFF-SITE TO THE EAST

Stormwater Storage Area

REC - APPROXIMATE
LOCATION OF FORMER
HEATING OIL UST

4th STREET

5th STREET

EAST JACKSON STREET

LEGEND

⊕ Proposed boring



AEC, LLC

Indianapolis, Indiana—Corporate Office
Louisville, Kentucky—Regional Office
Fairfield, Ohio—Regional Office
Springfield, Illinois—Regional Office
(217) 585-9517

PROPOSED SOIL BORINGS
421 East Jackson Street
Springfield, Illinois 62701

Project No.:
447022

Drawing File:
447022

Date:
11/26/24

SCALE:

1" = 50'

FIGURE:

4

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-04
DATE OF 1ST READING: 1/21/2025

OFFICE REQUESTING: Public Works CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Professional Services FISCAL IMPACT: \$49,368.05

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN ENVIRONMENTAL CORPORATION TO COMPLETE THE PHASE II REPORT FOR THE NORTH MANSION BLOCK

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

Agreement

CONTRACTOR / VENDOR NAME: American Environmental Corporation VENDOR NO: VC-5460

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

CONTRACT AMOUNT: \$49,368.05
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204	\$49,368.05
2						
3						
4						

FUNDS CHECK BY: Date: 01-13-2025
DIRECTOR / SUPERVISOR SIGNATURE Date: 9 JAN 25
CITY PURCHASING AGENT: Date: 1/13/2025

COMMENTS

This Ordinance is for American Environmental Corporation, Inc. to complete a Phase II Report to be submitted to the Illinois Environmental Protection Agency (Illinois EPA) for the North Mansion Block.

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

2025-025

2025-026

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF GRANT NO. 25-203392 FROM THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, IN THE AMOUNT OF \$1,300,000.00 AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$1,300,000.00 TO BE USED FOR PRELIMINARY AND DESIGN ENGINEERING SERVICES FOR THE 3RD STREET GREENWAY PROJECT, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the Illinois Department of Commerce and Economic Opportunity has awarded Grant No. 25-203392, in the amount of \$1,300,000.00 to the City of Springfield, Office of Public Works for preliminary and design engineering for the 3rd Street Greenway project; and

WHEREAS, it is in the best interest of the City to accept this grant from the Illinois Department of Commerce and Economic Opportunity in the amount of \$1,300,000.00; and

WHEREAS, the Office of Public Works is requesting a supplemental appropriation in the amount of \$1,300,000.00; and

WHEREAS, the agreement shall be located in the Office of the City Clerk and identified as Grant No. 25-203392.

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

Section 1: That the City Council hereby accepts Grant No. 25-203392 from the Illinois Department of Commerce and Economic Opportunity in the amount of \$1,300,000.00 for the City of Springfield, Office of Public Works to be used for preliminary and design engineering services for the 3rd Street Greenway project. The Mayor and City Clerk are hereby authorized to execute said grant agreement and any other documents necessary regarding said grant on behalf of the City of Springfield.

Section 2: That the City Council hereby approves a supplemental appropriation in the amount of \$1,300,000.00 for the Office of Public Works.

Section 3: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation into Revenue Account 095-110-WORK-3GRN 1845.

Section 4: That this ordinance shall become effective immediately after its passage and publication in pamphlet form.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel

2025-026



**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

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.

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

Reimbursement

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-2725 and the CSFA Name is Provision of services to the public from named line GRF &/or FIF source. If applicable, the State Award Identification Number (SAIN) is 2725-55325.

ARTICLE III

GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

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

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

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

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

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

(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),

(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

(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.

**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).

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.

(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**

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.

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,

EXHIBIT A

PROJECT DESCRIPTION

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

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

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

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

Grant funds will be utilized for a portion of the costs, including any that are prior incurred (dating back to 7/1/2024), associated with consultant services for the preliminary design and environmental approvals for the development of the Third Street Greenway located along Third Street from Stanford Avenue to Sangamon Avenue in the City of Springfield, Illinois. The Greenway will include a multi-use trail along the abandoned rail corridor for approximately five miles through Springfield, lined with trees and strategically placed amenities, such as water features, artwork, and playgrounds. The project will provide the community with safer and more convenient access between the surrounding neighborhoods, recreational facilities, historic Abraham Lincoln sites, medical facilities, and businesses. Grant funds will be used to provide for consultant fees and expenses necessary to provide Phase I environmental, planning, and public outreach for the Third Street Greenway. Grant funds will also be used to provide Phase II construction documents for the Third Street Greenway along North Street between Stanford Avenue and Highland Avenue. All other costs associated with the completion of the project will be paid via the use of other funding sources.

Specifically, Grant funds will include a portion of the "Consultant (Professional Services)" costs associated with the project to include contracts for preliminary engineering and public outreach; and expenses related to vehicle travel to project site for environmental investigations, printing of contract documents and reports, and use of GPS survey equipment.

The completion of this project will benefit the public by increasing neighborhood connectivity and safety, offering enhanced individual well-being and quality of life, and making use of an abandoned rail corridor extending through the city. This project benefits health and wellness and adds a needed safety component to this area. The greenway will enhance the safety of the residential neighborhoods with a more accessible trail and adjacent roadways with less congestion and likelihood of accidents, in addition to improved drainage to area streets, and sidewalk connections to adjacent businesses.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

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

GRANTEE CONTACT

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

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

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

GRANTEE CONTACT

Name: Nathan Bottom
Title: Chief City Engineer
Address: 300 S 7TH ST
Springfield, IL 62701-1613
Phone: 217-789-2255
TTY#: N/A
Email: nathan.bottom@springfield.il.us
Address:

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.

PART TWO – GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII AUTHORIZED SIGNATORY

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

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

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

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

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

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

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

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

**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.

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.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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, 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.

State of Illinois

UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2025
Grantee:	City of Springfield	DUNS Number:	25955852
NOFO Number:		Grant Number:	25-203392
CSFA Description:			

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested

\$1,300,000.00

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)
- 1016 CONSULTANTS (PROF SERVICES)

\$1,300,000.00

\$1,300,000.00

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)
17. Total Indirect Costs (200.414)

\$1,300,000.00

\$1,300,000.00

Rate: %

Base:

18. Total Costs State Grant Funds (Lines 16 and 17)

\$1,300,000.00

\$1,300,000.00

Grantee: NOFO Number: Grant Number: **SECTION A - Continued - Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) ☐ Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.
- 4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - ☐ complies with other statutory policies.
- 5) ☐ No reimbursement of Indirect Cost is being requested.

Rate: %**Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)**Period Covered By NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate:

% The Distribution Base Is:

Grantee:	City of Springfield	NOFO Number:	0
		Grant Number:	25-203392

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

Institution/Organization:		Institution/Organization:	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Phone:		Phone:	
Date:		Date:	

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

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: 25-02
DATE OF 1ST READING: 1/21/2025

OFFICE REQUESTING: Office of Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Grant Award FISCAL IMPACT: \$ 1,300,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION AND SUPPLEMENTAL APPROPRIATION OF DCEO GRANT # 25-203392 FROM THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$1,300,000.00 FOR THE OFFICE OF PUBLIC WORKS,

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

Grant Award

DCEO Grant # 25-203392

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO:

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$1,300,000

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s

☐ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☒ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☒ Yes ☐

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	3GRN	1845 \$ 1,300,000
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorize the acceptance and execution of DCEO Grant #25-203392 to be used for preliminary and design engineering for the 3rd Street Greenway.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2025-026

**AN ORDINANCE AMENDING CHAPTER 30, SECTION 30.04 OF THE
1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED,
PERTAINING AN APPOINTMENT PROCEDURE TO FILL A VACANCY
IN THE OFFICE OF MAYOR, CITY TREASURER, OR CITY CLERK**

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

WHEREAS, Section 2-4 of Attachment 2 (entitled An Ordinance Providing for the Mayor/Aldermanic Form of Municipal Government for the City of Springfield) of an Ordinance Authorizing Execution of Settlement Agreement Regarding Proposed Consent Decree and Submittal of a Final Consent Decree in Full Resolution of Action (Ordinance 526-6-87) commonly referred to as the Consent Decree ("Consent Decree") addresses vacancies in elected office; and

WHEREAS, Section 2-4 of Attachment 2 of the Consent Decree provides that if a vacancy occurs in the office of City Clerk, the City Council shall, within 60 days, appoint a person to fill the vacancy of the unexpired term or until the vacancy is filled by interim election pursuant to Section 3-2-7 of the Municipal Code (now Section 3.1-10-50); and

WHEREAS, Chapter 34 Section 30.04 of the City Code codifies the appointment language found in the Consent Decree; and

WHEREAS, the City Council desires to set forth a formal appointment procedure to be followed when filling a vacancy in the office of Mayor, City Treasurer, or City Clerk; and

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

Section 1: That the City Council hereby amends Chapter 30 of the 1988 City of Springfield Code of Ordinances, as amended, as follows:

SEE EXHIBIT A

Section 2: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

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

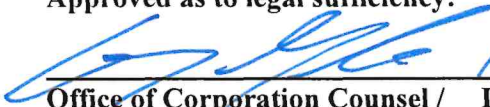
PASSED: _____, 2025 **SIGNED:** _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
Charles L. Redpath Sr. City Clerk

Approved as to legal sufficiency:

 1-16-25

Office of Corporation Counsel / Date

Requested by: Alderwoman Jennifer Notariano
Alderman Shawn Gregory
Alderwoman Lakeisha Purchase

EXHIBIT A

§ 30.04. Vacancies.

- (a) If a vacancy occurs in the office of the mayor, office of city treasurer or office of city clerk, the city council, within 60 days thereafter, shall appoint a person to fill the vacancy for the remainder of the unexpired term, or until the vacancy is filled by interim election pursuant to 65 ILCS 5/3-2-7, and until the successor is elected and has qualified.

(1) In the event a vacancy the following procedure shall be utilized by the city council in filling the vacancy:

(i) Job Posting. Within 1 business day of the vacancy, the city shall post a notice of vacancy for the position. The posting shall state the job duties of the position as set forth in city code and the manner in which to apply.

(ii) Establishment of Evaluation Criteria. At the next regular or special city council meeting after the vacancy occurs, the city council shall set criteria for selecting a candidate. Public comment on the criteria shall be allowed prior to voting on the final criteria. The criteria shall be established by a 2/3 majority vote of the city council.

(iii) Applications. The application period shall begin at the time the criteria is set and will terminate at 12:00 a.m. of the next regular or special city council meeting after the evaluation criteria is established as set forth above, but in no event shall the application period be less than thirteen (13) calendar days.

(iv) Selection of Finalists. At the first city council meeting after the application period has closed, the city council shall review the applications and the alderpersons shall rank their top three applicants (or all applicants if less than three apply). The applicants scoring in the top 3 of rank shall be considered finalists, and be invited to interview at the next committee of the whole meeting.

(v) Interview of Finalists. At the next regular or special committee of the whole meeting following the selection of the finalists, each finalist shall be interviewed by the committee. At the conclusion of the interviews and before a final vote is taken, public comment on the topic of appointment shall be allowed in accordance with the city's public comment rules.

(vi) Selection of Appointee. After interviews are concluded, the committee shall vote on the most desirable applicant to become the appointee. The committee shall recommend an appointment ordinance for name of the appointee.

(vii) Appointment Ordinance. After following the steps outlined above, an appointment ordinance shall be prepared and presented for approval at the next regular or city council meeting. This Ordinance shall not be subject to the City Council's requirement of two readings, but instead may be passed by a simple majority vote at its first read, provided that the appointee listed on the appointment ordinance was discussed and selected at the aforementioned committee meeting.

- (b) If a vacancy occurs in the office of alderman, the mayor, within 60 days thereafter, shall appoint, with approval of the city council, a person to fill the vacancy for the remainder of the unexpired term, or until the vacancy is filled by interim election pursuant to 65 ILCS 5/3-2-7 and until the successor is elected and has qualified.
- (c) If a vacancy occurs in any appointed office, it shall be filled in the same manner as the original appointment unless otherwise provided in this Code.
- (d) An alderman shall be eligible for appointment to fill a vacancy in the office of mayor, city clerk, or city treasurer and may participate in the vote taken to fill the vacancy. If an alderman is appointed to fill the vacancy upon qualifying therefor, his office of alderman shall become vacant. If the vacancy in the office of the mayor, city clerk, or city treasurer is filled by an alderman then that alderman may participate in the vote taken by the city council to fill the aldermanic vacancy created when he accepted one of the above mentioned vacancies.
- (e) Any appointed officer may resign from his office. If such officer resigns, he shall continue in office until his successor has been chosen and has qualified. If there is a failure to appoint a city officer, or the person appointed fails to qualify, the person filling the office shall continue in office until his successor has been chosen and has qualified. If such officer ceases to perform the duties of or to hold his office by reason of death, permanent physical or mental disability, conviction of a disqualifying crime, or dismissal from or abandonment of office, the person having the power of appointment may appoint a temporary successor to the officer.

(Ord. No. 171-2-91, 2-19-91; Ord. No. 850-11-93, § 1(Ord. 526-6-87, §§ 2-4, 3-1, 3-4), 11-2-93)

ORDINANCE FACT SHEET

DATE OF 1st READING: 1-21-25

OFFICE REQUESTING: City Council

CONTACT PERSON: Greg Moredock

PHONE NUMBER: 217-789-2393

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

FISCAL IMPACT: --

SUGGESTED TITLE: An Ordinance Amending Chapter 30 Section 30.04 of the 1988 City of Springfield Code of Ordinances, As Amended, Pertaining to an Appointment Procedure to Fill a Vacancy in the Office of Mayor, City Treasurer, or City Clerk

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

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

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3	a					
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

STAFF ANALYSIS

This Ordinance creates a formal appointment procedure to be followed by the City Council when appointing a new Mayor, City Treasurer, or City Clerk when a vacancy arises.

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR:

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF: _____

(Mayor's Signature)

GBM

(Director of OBM)

The information supplied on this form is not confidential information.

2025-027

2025-028

**AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT WITH
SPRINGFIELD SCHOOL DISTRICT #186 AND PAYMENT IN THE AMOUNT
OF \$501,010.00 PURSUANT TO ICJIA GRANT NO. 102501 FOR THE
SPRINGFIELD POLICE DEPARTMENT**

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

WHEREAS, pursuant to ordinance 464-11-24 the City of Springfield, Springfield Police Department, accepted and authorized a supplemental appropriation of Illinois Criminal Justice Information Authority (ICJIA) Grant No. 102501 in the amount of \$2,888,405.00 for Co-Responder programs from July 1, 2024, through June 30, 2025; and

WHEREAS, it is necessary to authorize a Subrecipient Agreement with Springfield School District #186 for use of ICJIA Grant No. 102501 funds in the amount of \$501,010.00; and

WHEREAS, a copy of the Subrecipient Agreement with Springfield School District #186 shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a Subrecipient Agreement with Springfield School District #186 and authorizes payment of \$501,010.00 pursuant to funds received from Illinois Criminal Justice Information Authority (ICJIA) Grant 102501 for Co-Responder programs through June 30, 2025. The Mayor and City Clerk are authorized to execute the Subrecipient Agreement and any other necessary documents to effectuate this program on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay \$501,010.00 to Springfield School District #186 from account number 001-112-POLC-CORE-2110 pursuant to the terms and conditions of the Subrecipient Agreement under ICJIA Grant 102501.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 / 1-16-25

Office of Corporation Counsel / Date

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield		DUNS#: VBD7LLHA3MJ3		NOFO ID: N/A	Grant #: 102501
CFSA Number: 546-00-2981		CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers (LCSWs) or Licensed Social Workers (LSWs) who		State Fiscal Year(s): 2025	Project Period: 7/1/2024 - 6/30/2025
All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.					
SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS					
Revenues		Year 1			
(a). State of Illinois Grant Amount Requested		\$ 2,806,393			
BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories OMB Uniform Guidance Federal Awards Reference 2 CFR 100		Year 1			
Personnel (Salaries & Wages) (200.430)		\$ 93,342			
Fringe Benefits (200.431)		\$ -			
Travel (200.474)		\$ -			
Equipment (200.439)		\$ -			
Supplies (200.94)		\$ 17,500			
Contractual Services (200.315) & Subawards (200.92)		\$ 2,695,551.00			
Rent and Utilities (200.465)		\$ -			
Telecommunications		\$ -			
Training and Education (200.472)					
16. Total Direct Costs (lines 1-15) (200.413)		\$ 2,806,393			
17 Indirect Costs* (see below) (200.414)					
Rate _____ % Base \$ _____					
18. Total Costs State Grant Funds (lines 16 and 17)		\$ 2,806,393			

Section A - ICJIA Funds

2025-028

Grant #: 102501

6). Contractual Services (2 CFR 200.318) & Subawards (200.93) – Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.38). However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information. This budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.

3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
Hape Springs Supportive Housing (Subaward)	\$ 235,000.00		1	100.00%	\$ 235,000.00	\$ -	\$ 235,000
Washington Street Station (Subaward)	\$ 292,937.00		1	100.00%	\$ 292,937.00	\$ -	\$ 292,937
Solid Rock Transitional Services (Subaward)	\$ 707,500.00		1	100.00%	\$ 707,500.00	\$ -	\$ 707,500
Alemar Behavioral Health (Contract)	\$ 501,010.00		1	100.00%	\$ 501,010.00	\$ -	\$ 501,010
Sajourn (Subaward)	\$ 708,104.00		1	100.00%	\$ 708,104.00	\$ -	\$ 708,104
School District 186 (PEACE Rooms Project/MOSAIC staff)	\$ 251,000.00		1	100.00%	\$ 251,000.00	\$ -	\$ 251,000
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
Total	\$ 2,695,551				\$ 2,695,551	\$ -	\$ 2,695,551

Subcontracts and Subawards

2025-028

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield	DUNS#: VBD7LLHAJMJ3	NOFO ID: N/A	Grant #: 102501
CFSA Number: 546-00-2981	CSFA Short Description: Each department shall establish a co-responder unit that is will hire 1 licensed Clinical Social Workers	State Fiscal Year(s): 2025	Project Period: 7/1/2024 - 6/30/2025

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 100.415)

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

Implementing Agency

City of Springfield

Name of Applicant Institution/Organization

Ramona Metzger
Signature

Ramona Metzger
Name of Official

Director, Office of Budget and Management

Title

Chief Financial Officer (or equivalent)

11/27/24
Date of Signature

City of Springfield

Name of Applicant Institution/Organization

Misty Buscher
Signature

Misty Buscher
Name of Official

Mayor

Title

Executive Director (or equivalent)

11/27/24
Date of Signature

Program Agency

Springfield Police Department
Institution/Organization

Kenneth Scarfette
Signature

Kenneth Scarfette
Name of Official

Chief of Police

Title

Executive Director (or equivalent)

11/27/24
Date of Signature

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

Applicant Certification

2025-028

ICJIA Agency Approval		STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield		UNSW: VBD7LLHAJMJ3		NOFO ID: N/A	
CFSA Number: 546-00-2981		CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers (LCSWs) or Licensed Social Workers (LSWs) who will work with		State Fiscal Year(s): 2023	
				Grant #: 102501	
				Project Period: 1/1/2024 - 6/30/2025	

FOR ICJIA USE ONLY

Final Budget Amount Approval

Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
2,806,393	Alda Leavy-Skinner	<i>Alda Leavy-Skinner</i>	12/04/2024
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date
2,966,250	Karen Crawford	<i>Karen Crawford</i>	12/10/14

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Agency Approval

2025-028

ORDINANCE FACT SHEET

DATE OF 1st READING: 1/7/2025OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$251,000.00SUGGESTED TITLE: Ordinance Authorizing Sub-recipient Agreement Pursuant to ICJIA Grant No. 102501 with Springfield School District #186 Not to Exceed \$251,000.00 from 7/1/2024 Through 6/30/2025 for the Springfield Police Department.CONTRACTOR / VENDOR NAME: Springfield School District #186VENDOR NO: VC*1823CONTRACT TERM: 7/1/2024-6/30/2025Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: 251,000.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	CORE	2110	251,000.00
2						
3						
4						

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

Fully Executed Grant Agreement #102501

ICJIA Approved Uniform Budget Documents including Section C: Subcontracts and Sub-awardees

STAFF ANALYSIS

This Ordinance will Provide Springfield School District #186 Funding to Participate as a Sub-Recipient with the SPD Co-Responder Pilot Program. Grant No.102501 was previously approved under Ordinance NO. 464-11-24

FUNDS CHECK BY: C. HeinzlDIRECTOR / SUPERVISOR: John StahlCITY PURCHASING AGENT: Michael Lesko

SIGN OFF: _____

(Mayor's Signature)

GEM

Date: 12/31/2024

Date: _____

Date: 12/30/2024Date: 12/31/2024

(Director of OBM)

The information supplied on this form is not confidential information.

2025 - 028

**AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT WITH
SOJOURN SHELTER & SERVICES, INC. AND PAYMENT IN THE AMOUNT OF
\$708,104.00 PURSUANT TO ICJIA GRANT NO. 102501 FOR THE SPRINGFIELD
POLICE DEPARTMENT**

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

WHEREAS, pursuant to ordinance 464-11-24 the City of Springfield, Springfield Police Department, accepted and authorized a supplemental appropriation of Illinois Criminal Justice Information Authority (ICJIA) Grant No. 102501 in the amount of \$2,888,405.00 for Co-Responder programs from July 1, 2024, through June 30, 2025; and

WHEREAS, it is necessary to authorize a Subrecipient Agreement with Sojourn Shelter & Services, Inc. for use of ICJIA Grant No. 102501 funds in the amount of \$708,104.00; and

WHEREAS, a copy of the Subrecipient Agreement under ICJIA Grant No. 102501 with Sojourn Shelter & Services, Inc. shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a Subrecipient Agreement with Sojourn Shelter & Services, Inc. and authorizes payment of \$708,104.00 pursuant to funds received from Illinois Criminal Justice Information Authority (ICJIA) Grant 102501 for Co-Responder programs through June 30, 2025. The Mayor and City Clerk are authorized to execute the Agreement and any other necessary documents to effectuate this program on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay \$708,104.00 to Sojourn Shelter & Services, Inc. from account number 001-112-POLC-CORE-2110 pursuant to the terms and conditions of the Subrecipient Agreement.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 / 1-16-25
Office of Corporation Counsel / Date

Grant #: 102501

6). **Contractual Services (2 CFR 200.318) & Subawards (200.92)** – Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.38). However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information. This budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.

3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
Hape Springs Supportive Housing (Subaward)	\$ 235,000.00		1	100.00%	\$ 235,000.00	\$ -	\$ 235,000
Washington Street Mission (Subaward)	\$ 292,937.00		1	100.00%	\$ 292,937.00	\$ -	\$ 292,937
Solid Rock Transitional Services (Subaward)	\$ 707,500.00		1	100.00%	\$ 707,500.00	\$ -	\$ 707,500
Memorial Behavioral Health (Contract)	\$ 501,010.00		1	100.00%	\$ 501,010.00	\$ -	\$ 501,010
Sajourn (Subaward)	\$ 708,104.00		1	100.00%	\$ 708,104.00	\$ -	\$ 708,104
School District 186 (PEACE Rooms Project/MOSAIC staff)	\$ 251,000.00		1	100.00%	\$ 251,000.00	\$ -	\$ 251,000
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
Total	\$ 1,695,551				\$ 1,695,551	\$ -	\$ 1,695,551

Subcontracts and Subawards

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield	DUNS#: VBD7LLHA3MJ3	NOFO ID: N/A	Grant #: 102501
CFSA Number: 546-00-2981	CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers	State Fiscal Year(s): 2025	Project Period: 7/1/2024 - 6/30/2025

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

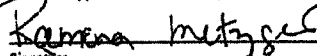
(1 CFR 100.415)

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

Implementing Agency

City of Springfield

Name of Applicant Institution/Organization


Signature

Ramona Metzger

Name of Official

Director, Office of Budget and Management

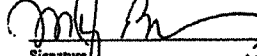
Title

Chief Financial Officer (or equivalent)

11/27/24
Date of Signature

City of Springfield

Name of Applicant Institution/Organization


Signature

Misty Buscher

Name of Official

Mayor

Title

Executive Director (or equivalent)

11/27/24
Date of Signature

Program Agency

Springfield Police Department
Institution/Organization


Signature

Kenneth Scarlett

Name of Official

Chief of Police

Title

Executive Director (or equivalent)

11/27/24
Date of Signature

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

Applicant Certification

2025-029

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield		DUNS#: VBD7LLHA3MJ3		NOFO ID: N/A	Grant #: 102501
CFSA Number: 546-00-2981		CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers (LCSWs) or Licensed Social Workers (LSWs) who		State Fiscal Year(s): 2025	Project Period: 7/1/2024 - 6/30/2025
All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.					
SECTION A – FEDERAL/STATE OF ILLINOIS FUNDS					
Revenues		Year 1			
(a). State of Illinois Grant Amount Requested		\$	2,806,393		
BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		Year 1			
Personnel (Salaries & Wages) (200.430)		\$	93,342		
Fringe Benefits (200.431)		\$	-		
Travel (200.474)		\$	-		
Equipment (200.439)		\$	-		
Supplies (200.94)		\$	17,500		
Contractual Services (200.318) & Subawards (200.92)		\$	2,695,551.00		
Rent and Utilities (200.465)		\$	-		
Telecommunications		\$	-		
Training and Education (200.472)					
16. Total Direct Costs (lines 1-15) (200.413)		\$	2,806,393		
17 Indirect Costs* (see below) (200.414)					
Rate _____ % Base \$ _____					
18. Total Costs State Grant Funds (lines 16 and 17)		\$	2,806,393		

Section A - ICJIA Funds

2025-029

ICJIA Agency Approval		STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield		DUNS#: VBD7LLHA3MJ3		NOFO ID: N/A	
CFSA Number: 546-00-2981		CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers (LCSWs) or Licensed Social Workers (LSWs) who will work with		State Fiscal Year(s): 2023	
				Grant #: 162581	
				Project Period: 7/1/2024 - 6/30/2025	

FOR ICJIA USE ONLY

Final Budget Amount Approval

Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
2,806,393	Alda Leavy-Skinner	Alda Leavy-Skinner	12/04/2024
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date
2,966,250	Karen Crawford	Karen Crawford	12/10/14

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

§200.196 Revision of budget and program plans

(c) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Agency Approval

2025-029

ORDINANCE FACT SHEET

DATE OF 1st READING: 1/7/2025OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$708,104.00SUGGESTED TITLE: Ordinance Authorizing Sub-recipient Agreement Pursuant to ICJIA Grant No. 102501 with Sojourn Shelter & Services, Inc. Not to Exceed \$708,104.00 from 7/1/2024 Through 6/30/2025 for the Springfield Police Department.CONTRACTOR / VENDOR NAME: Sojourn Shelter & Services, Inc.VENDOR NO: VC*8204CONTRACT TERM: 7/1/2024-6/30/2025Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: 708,104.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	CORE	2110	708,104.00
2						
3						
4						

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

Fully Executed Grant Agreement #102501

ICJIA Approved Uniform Budget Documents including Section C: Subcontracts and Sub-awardees

STAFF ANALYSIS

This Ordinance will Provide Sojourn Shelter & Services, Inc. Funding to Participate as a Sub-Recipient with the SPD Co-Responder Pilot Program. Grant No.102501 was previously approved under Ordinance NO. 464-11-24

FUNDS CHECK BY:

C. HeingelDate: 12/31/2024

DIRECTOR / SUPERVISOR:

John StambulDate: 12/30/2024

CITY PURCHASING AGENT:

Michael LeskoDate: 12/31/2024

SIGN OFF:

[Signature]

(Mayor's Signature)

GPM

[Signature]

(Director of OBM)

The information supplied on this form is not confidential information.

2025-029

**AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT WITH
SOLID ROCK YOUTH TRANSITIONAL SERVICES, INC. AND PAYMENT IN
THE AMOUNT OF \$707,500.00 PURSUANT TO ICJIA GRANT NO. 102501 FOR
THE SPRINGFIELD POLICE DEPARTMENT**

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

WHEREAS, pursuant to ordinance 464-11-24 the City of Springfield, Springfield Police Department, accepted and authorized a supplemental appropriation of Illinois Criminal Justice Information Authority (ICJIA) Grant No. 102501 in the amount of \$2,888,405.00 for Co-Responder programs from July 1, 2024, through June 30, 2025; and

WHEREAS, it is necessary to authorize a Subrecipient Agreement with Solid Rock Youth Transitional Services, Inc. for use of ICJIA Grant No. 102501 funds in the amount of \$707,500.00; and

WHEREAS, a copy of the Subrecipient Agreement with Solid Rock Youth Transitional Services, Inc. shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a Subrecipient Agreement with Solid Rock Youth Transitional Services, Inc. and authorizes payment of \$707,500.00 pursuant to funds received from Illinois Criminal Justice Information Authority (ICJIA) Grant 102501 for Co-Responder programs through June 30, 2025. The Mayor and City Clerk are authorized to execute the Subrecipient Agreement and any other necessary documents to effectuate this program on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay \$707,500.00 to Solid Rock Youth Transitional Services, Inc. from account number 001-112-POLC-CORE-2110 pursuant to the terms and conditions of the Subrecipient Agreement under ICJIA Grant 102501.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 / 1-16-25
Office of Corporation Counsel / Date

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield		DUNS#: VBD7LLHA3MJ3		NOFO ID: N/A	Grant #: 102501
CFSA Number: 546-00-3981		CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers (LCSWs) or Licensed Social Workers (LSWs) who		State Fiscal Year(s): 2025	Project Period: 7/1/2024 - 6/30/2025
All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.					
SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS					
Revenues		Year 1			
(a). State of Illinois Grant Amount Requested		\$	2,806,393		
BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		Year 1			
Personnel (Salaries & Wages) (200.430)		\$	93,342		
Fringe Benefits (200.431)		\$	-		
Travel (200.474)		\$	-		
Equipment (200.439)		\$	-		
Supplies (200.94)		\$	17,500		
Contractual Services (200.318) & Subawards (200.92)		\$	2,695,551.00		
Rent and Utilities (200.465)		\$	-		
Telecommunications		\$	-		
Training and Education (200.472)					
16. Total Direct Costs (lines 1-15) (200.413)		\$	2,806,393		
17 Indirect Costs* (see below) (200.414)					
Rate _____ % Base \$ _____					
18. Total Costs State Grant Funds (lines 16 and 17)		\$	2,806,393		

Section A - ICJIA Funds

2025-030

Grant #: 102501

6). **Contractual Services (2 CFR 200.318) & Subawards (200.92)** – Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.38). However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information. This budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.

2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Contractual Narrative:

Subcontracts and Subawards

2025-030

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield	DUNS#: VBD7LLHA3MJ3	NOFO ID: N/A	Grant #: 102501
CFSA Number: 546-00-2981	CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers	State Fiscal Year(s): 2025	Project Period: 7/1/2024 - 6/30/2025

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

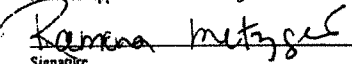
(2 CFR 200.415)

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

Implementing Agency

City of Springfield

Name of Applicant Institution/Organization


Signature

Ramona Metzger

Name of Official

Director, Office of Budget and Management

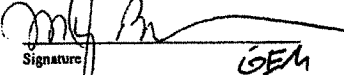
Title

Chief Financial Officer (or equivalent)

11/27/24
Date of Signature

City of Springfield

Name of Applicant Institution/Organization


Signature

Misty Buscher

Name of Official

Mayor

Title

Executive Director (or equivalent)

11/27/24
Date of Signature

Program Agency

Springfield Police Department
Institution/Organization


Signature

Kenneth Scarlett

Name of Official

Chief of Police

Title

Executive Director (or equivalent)

11/27/24
Date of Signature

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

Applicant Certification

2025-030

ICJIA Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield	DUNS#: VBD7LLHA3MJ3	NOFO ID: N/A	Grant #: 102501
CPSA Number: 546-00-2981	CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers (LCSWs) or Licensed Social Workers (LSWs) who will work with law enforcement and are responsible for conducting follow-up	State Fiscal Year(s): 2025	Project Period: 7/1/2024 - 6/30/2025

FOR ICJIA USE ONLY

Final Budget Amount Approval

Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
2,806,393	Alda Leavy-Skinner	<i>Alda Leavy-Skinner</i>	12/04/2024
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date
2,966,250	Karen Crawford	<i>Karen Crawford</i>	12/10/14

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

\$200,308 Revision of budget and program plans

(c) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Agency Approval

2025-030

ORDINANCE FACT SHEET

DATE OF 1st READING: 1/7/2025OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$707,500.00SUGGESTED TITLE: Ordinance Authorizing Sub-recipient Agreement Pursuant to ICJIA Grant No. 102501 with Solid Rock Youth Transitional Services, Inc. Not to Exceed \$707,500.00 from 7/1/2024 Through 6/30/2025 for the Springfield Police Department.CONTRACTOR / VENDOR NAME: Solid Rock Youth Transitional Services, Inc.VENDOR NO: VC*8184CONTRACT TERM: 7/1/2024-6/30/2025Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: 707,500.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	CORE	2110	707,500.00
2						
3						
4						

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

Fully Executed Grant Agreement #102501

ICJIA Approved Uniform Budget Documents including Section C: Subcontracts and Sub-awardees

STAFF ANALYSIS

This Ordinance will Provide Solid Rock Youth Transitional Services, Inc. Funding to Participate as a Sub-Recipient with the SPD Co-Responder Pilot Program. Grant No.102501 was previously approved under Ordinance NO. 464-11-24

FUNDS CHECK BY:

C. HeinzlDate: 12/31/2024

DIRECTOR / SUPERVISOR:

John SturlulDate: 12/30/24

CITY PURCHASING AGENT:

J. Michael LeskoDate: 12/31/2024

SIGN OFF:

(Mayor's Signature)

GM

(Director of OBM)

The information supplied on this form is not confidential information.

2025-030

**AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT WITH
ENVISION UNLIMITED AND PAYMENT IN THE AMOUNT OF \$235,000.00
PURSUANT TO ICJIA GRANT NO. 102501 FOR THE SPRINGFIELD POLICE
DEPARTMENT**

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

WHEREAS, pursuant to ordinance 464-11-24 the City of Springfield, Springfield Police Department, accepted and authorized a supplemental appropriation of Illinois Criminal Justice Information Authority (ICJIA) Grant No. 102501 in the amount of \$2,888,405.00 for Co-Responder programs from July 1, 2024, through June 30, 2025; and

WHEREAS, it is necessary to authorize a Subrecipient Agreement with Envision Unlimited for use of ICJIA Grant No. 102501 funds in the amount of \$235,000.00; and

WHEREAS, a copy of the Subrecipient Agreement with Envision Unlimited shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a Subrecipient Agreement with Envision Unlimited and authorizes payment of \$235,000.00 pursuant to funds received from Illinois Criminal Justice Information Authority (ICJIA) Grant 102501 for Co-Responder programs through June 30, 2025. The Mayor and City Clerk are authorized to execute the Subrecipient Agreement and any other necessary documents to effectuate this program on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay \$235,000.00 to Envision Unlimited from account number 001-112-POLC-CORE-2110 pursuant to the terms and conditions of the Subrecipient Agreement under ICJIA Grant 102501.

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

PASSED: _____, 2025

SIGNED: _____, 2025

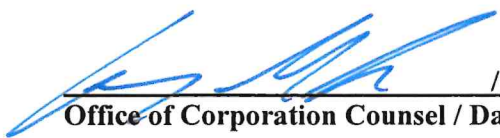
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 / 1-16-25
Office of Corporation Counsel / Date

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield		DUNS#: VBD7LLHA3MJ3		NOFO ID: N/A	
CFSA Number: 546-00-2981		CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers (LCSWs) or Licensed Social Workers (LSWs) who		State Fiscal Year(s): 2025	
				Grant #: 102501	
				Project Period: 7/1/2024 - 6/30/2025	
All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.					
SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS					
Revenues		Year 1			
(a) State of Illinois Grant Amount Requested		\$ 2,806,393			
BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Year 1			
Personnel (Salaries & Wages) (200.430)		\$ 93,342			
Fringe Benefits (200.431)		\$ -			
Travel (200.474)		\$ -			
Equipment (200.439)		\$ -			
Supplies (200.94)		\$ 17,500			
Contractual Services (200.318) & Subawards (200.92)		\$ 2,695,551.00			
Rent and Utilities (200.465)		\$ -			
Telecommunications		\$ -			
Training and Education (200.472)					
16. Total Direct Costs (lines 1-15) (200.413)		\$ 2,806,393			
17. Indirect Costs* (see below) (200.414)					
Rate _____ % Base \$ _____					
18. Total Costs State Grant Funds (lines 16 and 17)		\$ 2,806,393			

Section A - ICJIA Funds

2025-031

Grant #: 102501

6). **Contractual Services (2 CFR 200.318) & Subawards (200.92)** – Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.33). However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information. This budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.

2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
Hope Springs Supportive Housing (Subaward)	\$ 235,000.00		1	100.00%	\$ 235,000.00	\$ -	\$ 235,000
Washington Street Mission (Subaward)	\$ 292,937.00		1	100.00%	\$ 292,937.00	\$ -	\$ 292,937
Solid Rock Transitional Services (Subaward)	\$ 707,500.00		1	100.00%	\$ 707,500.00	\$ -	\$ 707,500
Memorial Behavioral Health (Contract)	\$ 501,010.00		1	100.00%	\$ 501,010.00	\$ -	\$ 501,010
Sojourn (Subaward)	\$ 708,104.00		1	100.00%	\$ 708,104.00	\$ -	\$ 708,104
School District 186 (PEACE Rooms Project/MOSAIC staff)	\$ 251,000.00		1	100.00%	\$ 251,000.00	\$ -	\$ 251,000
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
Total	\$ 2,695,551				\$ 2,695,551	\$ -	\$ 2,695,551

Subcontracts and Subawards

2025-031

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield	DUNS#: VBD7LLHA3MJ3	NOFO ID: N/A	Grant #: 102501
CFSA Number: 546-00-2981	CSFA Short Description: Each department shall establish a co-responder unit that will hire Licensed Clinical Social Workers	State Fiscal Year(s): 2025	Project Period: 7/1/2024 - 6/30/2025

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.415)

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

Implementing Agency

City of Springfield

Name of Applicant Institution/Organization

Ramona Metzger
Signature

Ramona Metzger

Name of Official

Director, Office of Budget and Management

Title

Chief Financial Officer (or equivalent)

11/27/24
Date of Signature

City of Springfield

Name of Applicant Institution/Organization

Misty Buscher
Signature

Misty Buscher

Name of Official

Mayor

Title

Executive Director (or equivalent)

11/27/24
Date of Signature

Program Agency

Springfield Police Department
Institution/Organization

Kenneth Scarlette
Signature

Kenneth Scarlette

Name of Official

Chief of Police

Title

Executive Director (or equivalent)

11/27/24
Date of Signature

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

Applicant Certification

2025-031

ICJIA Agency Approval		STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield		DUNS#: VBD7LLHA3MJ3		NOFO ID: N/A	
CFSA Number: 546-00-2981		CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers (LCSWs) or Licensed Social Workers (LSWs) who will work with law enforcement and are responsible for conducting follow-up		State Fiscal Year(s): 2025	
				Grant #: 102501	
				Project Period: 7/1/2024 - 6/30/2025	

FOR ICJIA USE ONLY

Final Budget Amount Approval

<u>Final Total Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
2,806,393	Alda Leavy-Skinner	Alda Leavy-Skinner	12/04/2024
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>
2,966,250	Karen Crawford	Karen Crawford	12/10/14

Budget Revision Amount Approval

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>

Budget Revision Amount Approval

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>

5200.308 Revision of budget and program plans

(c) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Agency Approval

2025-031

ORDINANCE FACT SHEET

DATE OF 1st READING: 1/7/2025OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillEMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: 217-788-8345 x4314FISCAL IMPACT: \$235,000.00SUGGESTED TITLE: Ordinance Authorizing Sub-recipient Agreement Pursuant to ICJIA Grant No. 102501 with Envision Unlimited dba Hope Springs Supportive Housing Not to Exceed \$235,000.00 from 7/1/2024 Through 6/30/2025 for the Springfield Police Department.CONTRACTOR / VENDOR NAME: Envision UnlimitedVENDOR NO: VC*8452CONTRACT TERM: 7/1/2024-6/30/2025Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: 235,000.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	CORE	2110	235,000.00
2						
3						
4						

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

Fully Executed Grant Agreement #102501

ICJIA Approved Uniform Budget Documents including Section C: Subcontracts and Sub-awardees

STAFF ANALYSIS

This Ordinance will Provide Hope Springs Supportive Housing to Participate ^{Funding} ~~and~~ ^{as} a Sub-Recipient with the SPD Co-Responder Pilot Program. Grant No.102501 was previously approved under Ordinance NO. 464-11-24

FUNDS CHECK BY:

C. HeingelDate: 12/31/2024

DIRECTOR / SUPERVISOR:

Julian StululDate: 12/30/24

CITY PURCHASING AGENT:

J. Michael LeskoDate: 12/31/2024

SIGN OFF:

(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2025-031

**AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT WITH
WASHINGTON STREET MISSION AND PAYMENT IN THE AMOUNT OF
\$292,937.00 PURSUANT TO ICJIA GRANT NO. 102501 FOR THE SPRINGFIELD
POLICE DEPARTMENT**

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

WHEREAS, pursuant to ordinance 464-11-24 the City of Springfield, Springfield Police Department, accepted and authorized a supplemental appropriation of Illinois Criminal Justice Information Authority (ICJIA) Grant No. 102501 in the amount of \$2,888,405.00 for Co-Responder programs from July 1, 2024, through June 30, 2025; and

WHEREAS, it is necessary to authorize a Subrecipient Agreement with Washington Street Mission for use of ICJIA Grant No. 102501 funds in the amount of \$292,937.00; and

WHEREAS, a copy of the Subrecipient Agreement under ICJIA Grant No. 102501 with Washington Street Mission shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a Subrecipient Agreement with Washington Street Mission and authorizes payment of \$292,937.00 pursuant to funds received from Illinois Criminal Justice Information Authority (ICJIA) Grant 102501 for Co-Responder programs through June 30, 2025. The Mayor and City Clerk are authorized to execute the Agreement and any other necessary documents to effectuate this program on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay \$292,937.00 to Washington Street Mission from account number 001-112-POLC-CORE-2110 pursuant to the terms and conditions of the Subrecipient Agreement.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 / 1-16-25
Office of Corporation Counsel / Date

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield		DUNS#: VBD7LLHA3MJ3		NOFO ID: N/A	Grant #: 102501
CFSA Number: 546-00-2981		CFSA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers (LCSWs) or Licensed Social Workers (LSWs) who		State Fiscal Year(s): 2025	Project Period: 7/1/2024 - 6/30/2025
All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.					
SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS					
Revenues		Year 1			
(a). State of Illinois Grant Amount Requested		\$ 2,806,393			
BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		Year 1			
Personnel (Salaries & Wages) (200.430)		\$ 93,342			
Fringe Benefits (200.431)		\$ -			
Travel (200.474)		\$ -			
Equipment (200.439)		\$ -			
Supplies (200.94)		\$ 17,500			
Contractual Services (200.318) & Subawards (200.92)		\$ 2,695,551.00			
Rent and Utilities (200.465)		\$ -			
Telecommunications		\$ -			
Training and Education (200.472)					
16. Total Direct Costs (lines 1-15) (200.413)		\$ 2,806,393			
17. Indirect Costs* (see below) (200.414)					
Rate _____ % Base \$ _____					
18. Total Costs State Grant Funds (lines 16 and 17)		\$ 2,806,393			

Section A - ICJIA Funds

2025-032

Grant #: 102501

6. **Contractual Services (2 CFR 200.318) & Subawards (200.92)** – Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.33). However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information. This budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.

3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
Hope Springs Supportive Housing (Subaward)	\$ 235,000.00		1	100.00%	\$ 235,000.00	\$ -	\$ 235,000
Washington Street Mission (Subaward)	\$ 292,937.00		1	100.00%	\$ 292,937.00	\$ -	\$ 292,937
Solid Rock Transitional Services (Subaward)	\$ 707,500.00		1	100.00%	\$ 707,500.00	\$ -	\$ 707,500
Memorial Behavioral Health (Contract)	\$ 501,010.00		1	100.00%	\$ 501,010.00	\$ -	\$ 501,010
Sajourn (Subaward)	\$ 708,104.00		1	100.00%	\$ 708,104.00	\$ -	\$ 708,104
School District 186 (PEACE Rooms Project MOSAIC staff)	\$ 251,000.00		1	100.00%	\$ 251,000.00	\$ -	\$ 251,000
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
Total	\$ 2,695,551				\$ 2,695,551	\$ -	\$ 2,695,551

Subcontracts and Subawards

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield	DUNS#: VBD7LLHA3MJ3	NOFO ID: N/A	Grant #: 102501
CFSA Number: 546-00-2981	CSFA Short Description: Each department shall establish a co-responder unit that will hire Licensed Clinical Social Workers	State Fiscal Year(s): 2025	Project Period: 7/1/2024 - 6/30/2025

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

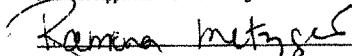
(2 CFR 200.415)

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

Implementing Agency

City of Springfield

Name of Applicant Institution/Organization


Signature

Ramona Metzger

Name of Official

Director, Office of Budget and Management

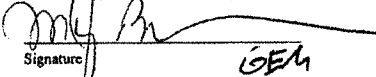
Title

Chief Financial Officer (or equivalent)

11/27/24
Date of Signature

City of Springfield

Name of Applicant Institution/Organization


Signature

Misty Buscher

Name of Official

Mayor

Title

Executive Director (or equivalent)

11/27/24
Date of Signature

Program Agency

Springfield Police Department
Institution/Organization


Signature

Kenneth Scariette

Name of Official

Chief of Police

Title

Executive Director (or equivalent)

11/27/24
Date of Signature

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

Applicant Certification

2025-032

ICJIA Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield	DUNS#: VBD7LLHA3MJ3	NOFO ID: N/A	Grant #: 102501
CFSA Number: 546-00-2981	CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers (LCSWs) or Licensed Social Workers (LSWs) who will work with law enforcement and are responsible for conducting follow-up	State Fiscal Year(s): 2015	Project Period: 7/1/2024 - 6/30/2025

FOR ICJIA USE ONLY

Final Budget Amount Approval

Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
2,806,393	Alda Leavy-Skinner	<i>Alda Leavy-Skinner</i>	12/04/2024
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date
2,966,250	Karen Crawford	<i>Karen Crawford</i>	12/10/14

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

5200.108 Revision of budget and program plans

(c) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Agency Approval

2025-032

ORDINANCE FACT SHEET

DATE OF 1st READING: 1/7/2025OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$292,937.00SUGGESTED TITLE: Ordinance Authorizing Sub-recipient Agreement Pursuant to ICJIA Grant No. 102501 with Washington Street Mission Not to Exceed \$292,937.00 from 7/1/2024 Through 6/30/2025 for the Springfield Police Department.CONTRACTOR / VENDOR NAME: Washington Street MissionVENDOR NO: VC*8183CONTRACT TERM: 7/1/2024-6/30/2025Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: 292,937.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	CORE	2110	292,937.00
2						
3						
4						

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

Fully Executed Grant Agreement #102501

ICJIA Approved Uniform Budget Documents including Section C: Subcontracts and Sub-awardees

STAFF ANALYSIS

This Ordinance will Provide Washington Street Mission ^{Funding} to Participate as a Sub-Recipient with the SPD Co-Responder Pilot Program. Grant No.102501 was previously approved under Ordinance NO. 464-11-24 ^{2,888,405.00}

FUNDS CHECK BY:

C. HeingelDate: 12/31/2024

DIRECTOR / SUPERVISOR:

John SturkelDate: 12/30/24

CITY PURCHASING AGENT:

J Michael LeskoDate: 12/31/2024

SIGN OFF:

[Signature]

(Mayor's Signature)

[Signature]

(Director of OBM)

The information supplied on this form is not confidential information.

2025-032

**AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT WITH
MENTAL HEALTH CENTERS OF CENTRAL ILLINOIS AND PAYMENT IN
THE AMOUNT OF \$501,010.00 PURSUANT TO ICJIA GRANT NO. 102501 FOR
THE SPRINGFIELD POLICE DEPARTMENT**

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

WHEREAS, pursuant to ordinance 464-11-24 the City of Springfield, Springfield Police Department, accepted and authorized a supplemental appropriation of Illinois Criminal Justice Information Authority (ICJIA) Grant No. 102501 in the amount of \$2,888,405.00 for Co-Responder programs from July 1, 2024, through June 30, 2025; and

WHEREAS, it is necessary to authorize a Subrecipient Agreement with Mental Health Centers of Central Illinois for use of ICJIA Grant No. 102501 funds in the amount of \$501,010.00; and

WHEREAS, a copy of the Subrecipient Agreement with Mental Health Centers of Central Illinois shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a Subrecipient Agreement with Mental Health Centers of Central Illinois and authorizes payment of \$501,010.00 pursuant to funds received from Illinois Criminal Justice Information Authority (ICJIA) Grant 102501 for Co-Responder programs through June 30, 2025. The Mayor and City Clerk are authorized to execute the Subrecipient Agreement and any other necessary documents to effectuate this program on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay \$501,010.00 to Mental Health Centers of Central Illinois (VC*0MEN6000) from account number 001-112-POLC-CORE-2110 pursuant to the terms and conditions of the Subrecipient Agreement under ICJIA Grant 102501.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 / 1-16-25
Office of Corporation Counsel / Date

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield		DUNSH: VBD7LLHA3MJ3		NOFO ID: N/A	Grant #: 102501
CFSA Number: 546-00-2981		CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers (LCSWs) or Licensed Social Workers (LSWs) who		State Fiscal Year(s): 2025	Project Period: 7/1/2024 - 6/30/2025
All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.					
SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS					
Revenues		Year 1			
(a). State of Illinois Grant Amount Requested		\$	2,806,393		
BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 100</i>		Year 1			
Personnel (Salaries & Wages) (200.430)		\$	93,342		
Fringe Benefits (200.431)		\$	-		
Travel (200.474)		\$	-		
Equipment (200.439)		\$	-		
Supplies (200.94)		\$	17,500		
Contractual Services (200.318) & Subawards (200.92)		\$	2,695,551.00		
Rent and Utilities (200.465)		\$	-		
Telecommunications		\$	-		
Training and Education (200.472)					
16. Total Direct Costs (lines 1-15) (200.413)		\$	2,806,393		
17 Indirect Costs* (see below) (200.414)					
Rate _____ % Base \$ _____					
18. Total Costs State Grant Funds (lines 16 and 17)		\$	2,806,393		

Section A - ICJIA Funds

2025-033

Grant #: 102501

Section C - Budget Worksheet & Narrative

6). **Contractual Services (2 CFR 200.318) & Subawards (200.92)** – Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.38). However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information. This budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
Hape Springs Supportive Housing (Subaward)	\$ 235,000.00		1	100.00%	\$ 235,000.00	\$ -	\$ 235,000
Washington Street Mission (Subaward)	\$ 292,937.00		1	100.00%	\$ 292,937.00	\$ -	\$ 292,937
Solid Rock Transitional Services (Subaward)	\$ 707,500.00		1	100.00%	\$ 707,500.00	\$ -	\$ 707,500
Memorial Behavioral Health (Contract)	\$ 501,010.00		1	100.00%	\$ 501,010.00	\$ -	\$ 501,010
Sajourn (Subaward)	\$ 708,104.00		1	100.00%	\$ 708,104.00	\$ -	\$ 708,104
School District 186 (PEACE Rooms Project/MOSAIC staff)	\$ 251,000.00		1	100.00%	\$ 251,000.00	\$ -	\$ 251,000
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
Total	\$ 2,695,551				\$ 2,695,551	\$ -	\$ 2,695,551

Contractual Narrative:

Subcontracts and Subawards

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield	DUNS#: VBD7LLHA3MJ3	NOFO ID: N/A	Grant #: 102501
CFSA Number: 546-00-2981	CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers	State Fiscal Year(s): 2025	Project Period: 7/1/2024 - 6/30/2025

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.415)

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

Implementing Agency

City of Springfield

Name of Applicant Institution/Organization

Ramona Metzger
Signature

Ramona Metzger

Name of Official

Director, Office of Budget and Management

Title

Chief Financial Officer (or equivalent)

11/27/24
Date of Signature

City of Springfield

Name of Applicant Institution/Organization

Misty Buscher
Signature

Misty Buscher

Name of Official

Mayor

Title

Executive Director (or equivalent)

11/27/24
Date of Signature

Program Agency

Springfield Police Department
Institution/Organization

Kenneth Scarlette
Signature

Kenneth Scarlette

Name of Official

Chief of Police

Title

Executive Director (or equivalent)

11/27/24
Date of Signature

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

Applicant Certification

2025-033

ICJIA Agency Approval		STATE OF ILLINOIS		AGENCY:	
		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		Illinois Criminal Justice Information Authority	
Implementing Agency Name: City of Springfield		DUNS#: YBD7LLHA3MJ3		NOFO ID: N/A	
CFSA Number: 546-00-2981		CSFA Short Description: Each department shall establish a co-responder unit that is will hire Licensed Clinical Social Workers (LCSWs) or Licensed Social Workers (LSWs) who will work with		Grant #: 102501	
				State Fiscal Year(s): 2023	
				Project Period: 7/1/2024 - 6/30/2025	

FOR ICJIA USE ONLY

Final Budget Amount Approval

Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
2,806,393	Alda Leavy-Skinner	<i>Alda Leavy-Skinner</i>	12/04/2024
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date
2,966,250	Karen Crawford	<i>Karen Crawford</i>	12/10/24

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

§200.306 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Agency Approval

2025-033

ORDINANCE FACT SHEET

DATE OF 1st READING: 1/7/2025OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$501,010.00SUGGESTED TITLE: Ordinance Authorizing Sub-recipient Agreement Pursuant to ICJIA Grant No. 102501 with Memorial Behavioral Health Not to Exceed \$501,010.00 from 7/1/2024 Through 6/30/2025 for the Springfield Police Department.CONTRACTOR / VENDOR NAME: Mental Health Centers of Central IllinoisVENDOR NO: VC*0MEN6000CONTRACT TERM: 7/1/2024-6/30/2025Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: 501,010.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	CORE	2110	501,010.00
2						
3						
4						

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

Fully Executed Grant Agreement #102501

ICJIA Approved Uniform Budget Documents including Section C: Subcontracts and Sub-awardees

STAFF ANALYSIS

This Ordinance will Provide Memorial Behavioral Health Funding to Participate as a Sub-Recipient with the SPD Co-Responder Pilot Program. Grant No.102501 was previously approved under Ordinance NO. 464-11-24

FUNDS CHECK BY:

C. HeingelDate: 12/31/2024

DIRECTOR / SUPERVISOR:

John SturbleDate: 12/30/2024

CITY PURCHASING AGENT:

J. Michael LeskoDate: 12/31/2024

SIGN OFF:

[Signature]

(Mayor's Signature)

GEH[Signature]

(Director of OBM)

The information supplied on this form is not confidential information.

2025-033

AN ORDINANCE AUTHORIZING EXECUTION OF AN EMPLOYEE LEASING AGREEMENT WITH MGT IMPACT SOLUTIONS LLC TO RETAIN DALLAS WHITFORD TO PROVIDE FINANCIAL ASSISTANCE SERVICES FOR THE OFFICES OF BUDGET AND MANAGEMENT AND PLANNING AND ECONOMIC DEVELOPMENT FOR AN AMOUNT NOT TO EXCEED \$60,000.00 FROM MARCH 1, 2025, THROUGH FEBRUARY 28, 2026

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

WHEREAS, Dallas Whitford has knowledge of the City's financial processes and is willing and able to perform these services for an amount not to exceed \$60,000.00 from March 1, 2025, through February 28, 2026; and

WHEREAS, the City desires to retain Dallas Whitford for financial assistance services for the Offices of Budget and Management and Planning and Economic Development; and

WHEREAS, it is necessary to authorize Employee Leasing Agreement with MGT Impact Solutions LLC to retain the services of Dallas Whitford; and

WHEREAS, the City Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40; and

WHEREAS, the Agreement with MGT Impact Solutions LLC shall be located in the Office of City Clerk.

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

Section 1: That the City Council hereby authorizes Employee Leasing Agreement with MGT Impact Solutions LLC to retain Dallas Whitford for financial assistance services for the Offices of Budget and Management and Planning and Economic Development for an amount not to exceed \$60,000.00 from March 1, 2025, through February 28, 2026. The Mayor and the City Clerk are authorized to execute the Employee Leasing Agreement and any other necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay MGT Impact Solutions LLC (VC*8593) an amount not to exceed \$60,000.00 from account number 001-107-GENC-VARI-1218 pursuant to the terms of the Agreement.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

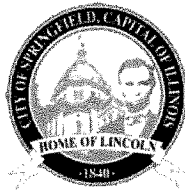
ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 1-16-25

Office of Corporation Counsel



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

MEMORANDUM

TO: Ramona Metzger, Director
Office of Budget & Management

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: January 10, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet and supporting documentation to MGT Impact Solutions for an employee leasing agreement with Dallas Whitford to provide economic and budgetary services to the City of Springfield.

Based on the information provided, I have determined that this vendor possesses a high degree of professional skill and expertise in the required area. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT"), and the **City of Springfield** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). Exhibit A identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. Exhibit A may be modified from time to time by an amended Exhibit A signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with applicable federal and state law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record-keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached Exhibit B. MGT may amend or terminate any of its employee benefit plans according to

their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement.

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment.

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements.

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement.

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining Agreement.

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting.

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO MGT

Section 3.01. Fees. The Client will pay MGT fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits MGT paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. At the end of the Term, the Client may, upon payment of the Temp-to-hire fee, hire the Assigned Employee as a permanent or temporary employee of the Client. Clients acknowledges the substantial investment of time and resources by MGT under this Agreement to place its leased employee with Client. If after the end of the Term, Client is interested in hiring the Assigned Employee as either a permanent or temporary employee, MGT will determine a reasonable Temp to Hire fee based on the totality of the circumstances.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire

Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Sangamon County. Venue and jurisdiction for any action under this Agreement is Sangamon County. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

SECTION 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC
790 Frontage Road Suite 213
Northfield, Illinois 60093
Attn: Michael J. Earl
224-261-8366 - mearl@mgt.us



EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Dallas Whitford

POSITION/ASSIGNMENT: Finance and Revenue Consultant

POSITION TERM: March 3, 2025 – February 27, 2026. Agreement may be extended for an additional year with agreement between all Parties.

BASE COMPENSATION: \$72.50/hour. Assigned employee is anticipated to work up to 30 hours/week and shall be paid only for hours worked. In the event of work in excess of 40 hours/week, the overtime rate will be \$108.75/hour. Employee work hours shall be submitted on a weekly basis before close of business on Monday after the prior work week.

OTHER - PTO: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Time off for paid leave shall be administered in accordance with state law.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

CLIENT:

By: _____

By: _____ *GEM*

Date: _____

Date: _____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B Summary of Benefits

Does Not Apply

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Ramona Metzger

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

PHONE NUMBER: 217-789-2191

FISCAL IMPACT: \$38,000.00 (\$80,000 cumulative)

SUGGESTED TITLE: An Ordinance authorizing the execution of an employee leasing agreement with MGT Impact Solutions LLC to retain Dallas Whitford to provide financial assistance services for the Office of Budget and Management and Planning and Economic Development for an amount not to exceed \$60,000.00 for the Fiscal Year 2026.

CONTRACTOR / VENDOR NAME: MGT Impact Solutions LLC VENDOR NO: VC*8593

CONTRACT TERM: March 1, 2025 - February 28, 2026 Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$60,000.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	001	107	GENC	VARI	1218
2					
3					
4					

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

STAFF ANALYSIS

City of Springfield desires to retain the services of Dallas Whitford for work within the Office of Budget and Management utilizing his knowledge of the City's financial processes. He will provide assistance to the budget and tax administration division within the Office of Budget & Management and fiscal services for the Office of Planning and Economic Development.

FUNDS CHECK BY: Courtney Heinzl
Digitally signed by Courtney Heinzl
Date: 2025.01.13 07:48:26 -06'00'

Date: _____

DIRECTOR / SUPERVISOR:

Date: _____

CITY PURCHASING AGENT: Lesko, Mike
Digitally signed by Lesko, Mike
Date: 2025.01.10 16:27:53 -06'00'

Date: _____

SIGN OFF: _____
(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2025-034

AN ORDINANCE AUTHORIZING A ONE-YEAR EXTENSION UNDER RFP# CS22-28 IN THE AMOUNT OF \$60,855.00 AND FOR A TOTAL AMOUNT NOT TO EXCEED \$236,280.00 WITH LAUTERBACH & AMEN, LLP TO PERFORM THE CITY'S ANNUAL AUDITS THROUGH FISCAL YEAR 2025, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, ordinance 060-02-22 authorized Lauterbach & Amen, LLP to provide annuals audits from February 28, 2022, through February 29, 2024, for an amount not to exceed \$175,425.00 under Contract RFP CS-2228; and

WHEREAS, the contract with Lauterbach & Amen, LLP allowed for two optional renewal years; and

WHEREAS, it has been determined to be in the best interest of the City to extend RFP CS22-28 with Lauterbach & Amen, LLP to perform the annual audit for fiscal year 2025 in the amount of \$60,855.00 for total amount not to exceed \$236,280.00 through fiscal year 2025; and

WHEREAS, a copy of RFP CS22-28 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 a one-year extension of RFP CS22-28 with Lauterbach & Amen, LLP to perform the City's annual audit through fiscal year 2025, for an amount not to exceed \$60,855.00. The Mayor and City Clerk are authorized to execute any documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Lauterbach & Amen, LLP an amount not to exceed \$236,280.00 from March 1, 2025, through February 28, 2026, from various account numbers deemed appropriate.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 1-16-25
Office of Corporation Counsel

060-02-22

2022-032

AN ORDINANCE ACCEPTING RFP CS22-28 AUTHORIZING A THREE-YEAR CONTRACT WITH LAUTERBACH & AMEN, LLP TO PERFORM THE CITY'S ANNUAL AUDITS FOR FISCAL YEARS 2023 THROUGH 2024 FROM FEBRUARY 28, 2022, THROUGH FEBRUARY 29, 2024, FOR AN AMOUNT NOT TO EXCEED \$175,425.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, the Office of Budget and Management sought proposals to perform the City's annual audits for fiscal years 2023 through 2024 pursuant to RFP CS22-28; and

WHEREAS, and pursuant to requirements of Section 38.38(a) of the Purchasing Code, the City Purchasing Agent has 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, Lauterbach & Amen, LLP submitted the lowest responsible bid under proposal RFP CS22-28 to provide the necessary services from February 28, 2022, through February 29, 2024, for an amount not to exceed \$175,425.00 for the three-year period; and

WHEREAS, the said contract with Lauterbach & Amen, LLP allows for two optional renewal years; and

WHEREAS, a copy of RFP CS22-28 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 acceptance of RFP CS22-28 for a three-year contract with Lauterbach & Amen, LLP to perform the City's annual audits for Fiscal Years 2023 through 2024, for an amount not to exceed \$175,425.00. The Mayor and City Clerk are authorized to execute the agreement and any other documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Lauterbach & Amen, LLP an amount not to exceed \$175,425.00 from February 28, 2022, through February 29, 2024, from various account numbers deemed appropriate.

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

PASSED: February 15, 2022

SIGNED: February 18, 2022

RECORDED: February 18, 2022

[Signature]
Mayor James O. Langfelder

ATTEST: [Signature]
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

[Signature] /
Office of Corporation Counsel / Date

2022-032

060-02-22
Tracking No. 16927

2025-035



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

Contact Person Amanda Long – Purchasing Agent

Telephone: 217-789-2191 Ext. 6237

Date: **Dec. 14, 2021**

Fax: 217-789-2207

Request for Proposal Index No: **RFP# CS22-28**

Pre-Bid Meeting: **No**

Request for Proposal Name: **Audit Services**

Bid Security: **No**

Due Date 3 P.M. Central Time USA: January 13, 2022

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: Lauterbach & Amen, LLP

Contact Name: Ronald J. Amen, Partner

Vendor Address: 668 N. River Road, Naperville, IL 60563

Vendor E-Mail: ramen@lauterbachamen.com

Phone: 630.393.1483 **Fax:** 630.393.2516

RFP# CS22-28
Audit Services

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 24 years and respectfully invites your attention to the following products and/or services:

Lauterbach & Amen, LLP is a public accounting firm nearly entirely nixed in providing services
to units of government. Our five partners share a combined 125+ years of exclusive government
experience and our focus is on quality and service to our clients.

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:

668 N. River Road

Naperville, IL 60563
(City, State and Zip Code)

Name and telephone number of person to contact regarding this bid

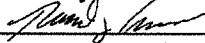
Name: Ronald J. Amen, Partner

Phone: 630.393.1483

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.
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.
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.

N/A

7. (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.



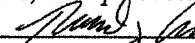
Signature of Bidder

7. (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 it has so registered, and that proof of registration is attached hereto



Signature of Bidder

8. 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).



Signature of Bidder

City of Springfield

PROPOSAL

For the Years Ending:

February 28, 2022,

February 28, 2023,

February 29, 2024

and Optional Years

February 28, 2025 and February 28, 2026

Due Date:

January 13, 2022



Lauterbach & Amen, LLP

Certified Public Accountants

668 N. River Road

Naperville, Illinois 60563

Phone: 630.393.1483

Fax: 630.393.2516

lauterbachamen.com

202022-032



PROPOSAL TO PROVIDE PROFESSIONAL AUDITING SERVICES



City of Springfield

For the Years Ending: February 28, 2022, February 28, 2023, February 29, 2024 and Optional Years
February 28, 2025 and February 28, 2026

Due Date: January 13, 2022

Contact Information

Ronald J. Amen, Partner

630.393.1483

ramen@lauterbachamen.com

Jamie L. Wilkey, Partner

630.393.1483

jwilkey@lauterbachamen.com



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Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 N. RIVER ROAD • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516

www.lauterbachamen.com

January 13, 2022

City of Springfield
Attn: Amanda Long, Central Purchasing
300 S. 7th St., Room 200
Springfield, IL 62701

Lauterbach & Amen, LLP (L&A) is pleased to respond to your request to provide auditing services to the City of Springfield (City). We have become familiar with this RFP dated December 14, 2021 and will furnish all personnel, supervision, labor materials, machinery, tools, appurtenances, equipment and services including licenses which are necessary to perform audit services in accordance with this RFP.

Enclosed in this proposal are details about our practice, our people and our reputation for quality service to governments, as well as an outline of our audit approach and scope of the audit process. L&A is a firm entirely specialized in the governmental sector, allowing us to provide an unrivaled commitment to exceeding your expectations with regards to quality service, government specific expertise, and timing and approach of the audit process. Our five partners share a combined 125+ years of exclusive government experience, with past experience in nonprofit, tax and commercial clients. Their years of experience in the governmental sector will directly benefit the City. L&A possesses the resources and drive to continually exceed your expectations.

At L&A our mission is to provide accounting, compilation, assurance, and consulting services to governments in the spirit of excellence and altruism. As a firm, we are committed to adhering to stringent moral standards in addition to the legally imposed professional standards and guidelines, priding ourselves in our flexible attitude towards accommodating our clients, and continually striving to be an elite personal client service firm. L&A will attain the highest quality employees who share our core values and capacities in order to continue to service our clients at the level at which they are accustomed. Our staff utilizes their expertise to educate clients with the anticipation that it will lead to accurate solutions to challenges that may arise in the daily course of financial activities. Our goal is to maintain personalized relationships with our current clients, while continuing to acquire new clients with the hopes of creating equally valuable bonds. At L&A we continually strive to distinguish ourselves from other accounting firms by emphasizing the following:

EXPERTISE

- Providing professional audit and consulting services to over 400 local governments on an annual basis, and providing compilation and benefit services to over 450 police and firefighters' pension funds.
- Possessing exclusive expertise in the area of local government, as evidenced by our exemplary retention rate of the Certificate of Achievement for Excellence in Financial Reporting for clients with continual submissions to the program. L&A is also in the top ten firms nationally that submit audits to the Certificate of Achievement Program.
- Striving to continually be a proven leader in the government accounting industry and assisting our clients on the implementation of new, complex pronouncements and issues affecting local government, including one-on-one assistance with the understanding and implementation of these new pronouncements and issues. We will provide thorough and timely answers to any of your questions or needs.
- Maintaining a highly professional staff, each of which possess extensive knowledge in the area of local government, continually broadening their knowledge of local government issues through in-house training, involvement in various local government organizations and through continuing professional education programs.
- Engaging in audit planning, preliminary work and continual communication with our clients to ensure an efficient and quality audit process. This also ensures that audit issues will be identified early and solutions will be implemented timely.

City of Springfield | 3

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2025-035

060-02-22

SERVICE AND QUALITY

- Allowing our clients to dictate scheduling needs related to the audit process and adhering to those needs. We continually meet or exceed the deadlines established by our clients.
- Identifying, communicating and assisting in the implementation of identified opportunities for improved and more efficient financial or procedural operations.
- Maintaining a program of continuity for multi-year engagements, including minimal rotation of the team, allowing for the establishment of efficient working relationships with the City.
- Continually promoting communication with management from the beginning of our engagement and throughout the year. This includes an entrance conference and planning meetings with the City, weekly meetings with management to review the progress of the engagement, if requested, an exit conference to discuss our findings and report production issues, meetings with elected officials during the evenings to answer questions regarding the audit and any other related issues, and continual communication throughout the year. We are committed to listening to your needs and customizing the audit process to meet those needs.
- Customizing our audit approach to focus on those areas that represent significant risk to the City and any of the City's uniquely complex issues.

CLIENT TRAINING OPPORTUNITIES

- Conducting annual training sessions with our clients in a small group setting covering such topics as: new GASB pronouncements, understanding the financial statements, identification of finance department efficiencies and best practices.
- Forming professional resource alliances with other businesses in the areas of human resources, tax and information technology so, if required and if permitted by current audit independence standards, we would be able to provide the City the highest level of service.

L&A currently provides actuarial services to the City and we are thrilled to have the opportunity to expand upon our current service offering. We are committed to providing the City with quality service and commit to perform the work within the established time period. We believe we have talented people and the appropriate experience to provide you with a quality audit at a fair and competitive price. The Partners that are signing this proposal are entitled to represent the Firm, empowered to submit the proposal and authorized to sign a contract with the City. This proposal is a firm and irrevocable offer for 90 days. If you have any questions about this proposal or need to discuss these matters further, please contact us. We look forward to your reply.

Respectfully Submitted,



Ronald J. Amen
Partner
ramen@lauterbachamen.com
630.393.1483



Jamie L. Wilkey
Partner
jwilkey@lauterbachamen.com
630.393.1483



FIRM PROFILE

LAUTERBACHAMEN.COM

Lauterbach & Amen, LLP (L&A) is based in Naperville, Illinois. Founded in 1997 by Sherry Lauterbach and Ron Amen, the firm provides clients with accurate, timely and personalized services that combine large-firm capabilities with small-firm values. Through the years, our services have evolved to meet the growing demands of our clients in the governmental, nonprofit and private sectors.

L&A clients can expect unparalleled service from an experienced team of knowledgeable professionals who double as valuable management resources.

SERVICES



Actuarial



Audit



Financial



Payroll



Pension



Tax

5 Partners | 45+ Managers | 115+ Staff

INDUSTRIES

GOVERNMENT

NONPROFIT

PRIVATE SECTOR



FIRM PROFILE

LAUTERBACHAMEN.COM

Firm Philosophy

We have a full-time commitment to accounting and financial reporting, with extensive expertise in the government and nonprofit sectors. Through our experience, we are able to help clients anticipate and prepare for changes in their operating environment. The value of our services lies not only in the performance of an efficient audit, but in our detailed review of finance practices, and our extensive knowledge of key topics affecting local governments. With our extensive experience in the field of local governmental accounting and auditing, we have served a substantial number of municipalities, park districts, libraries, special districts, school districts, pension funds, joint ventures, and various other governmental organizations. We have included a partial list of such entities as references, and would encourage you to contact any or all of them for references as to our qualifications and level of service. We have also provided our current client listing as evidence of our expertise in and commitment to governmental accounting and auditing.

Close Working Relationship with Management

A close working relationship with management on a year-round basis is the best way to provide our clients with the benefit of our depth of knowledge. This approach also allows for the timely resolution of questions and problems as they arise rather than after the fact. Through understanding the client's activities and a close working relationship with management, L&A can best respond to and help initiate programs that lead to improved operations and efficiencies.

An Audit is a People-Oriented Endeavor

The team at L&A recognizes that we are involved in a people-oriented endeavor. Our goals and objectives, therefore, are centered around this understanding.

We strive:

- To create an environment that encourages a high level of communication between the client and our team
- To provide clients with the highest attainable level of staff capabilities through selective recruiting and creation of a work environment that aids personal growth
- To continually improve the quality of our services
- To support our financial, business, professional and social communities



FIRM PROFILE

LAUTERBACHAMEN.COM

A Strong Commitment to the Industry

Our involvement in the local government field includes active membership, support and participation in numerous professional organizations which serve the financial and management teams of local government, including:



“Involvement in our industry’s organizations and providing educational support to those groups is a passion of our leadership team.”

- Government Finance Officers Association (GFOA)
- Wisconsin Government Finance Officers Association (WGFOA)
- Illinois Municipal Treasurers Association (IMTA)
- American Institute of Certified Public Accountants
- Illinois CPA Society Committees on Governmental Accounting
- AICPA Government Audit Quality Center
- AICPA Nonprofit Center
- Illinois Association of Park Districts/ Illinois Parks and Recreation Association (IAPD/IPRA)
- Illinois Public Pension Fund Association (IPPFA)
- Illinois Government Finance Officers Association (IGFOA)
- Michigan Government Finance Officers Association (MGFOA)
- Illinois Association of School Business Officials (IASBO)
- Illinois Library Association
- IGFOA Technical Accounting and Review Committee (TARC)
- Township Officials of Illinois
- Illinois Department of Insurance—Task Force
- Special Review Committee - Certificate of Achievement for Excellence in Financial Reporting - GFOA



FIRM PROFILE

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Client Educational Opportunities

Helping to share our knowledge and expertise in the governmental industry is one of the greatest values we can bring to our clients. We are committed to continually reviewing our process to ensure an efficient audit, ensuring exemplary communication with our clients, and providing education on issues affecting local governments on a year-round basis. This no additional cost education includes annual group training sessions with our clients covering such topics as the implementation of GASB pronouncements, changes to auditing standards, understanding of the financial statements, identification of department efficiencies and best practices, and other statutory or hot topics affecting governments.

“L&A’s value add approach to an audit includes extensive no-cost client training throughout the year.”

Government Expertise = Extensive Services Available

It has been our experience that questions or problems may arise during the year for which a client might call upon us for assistance. The following is a partial list of the services we can provide to our clients:

- Financial reporting-assistance in the implementation of authoritative pronouncement requirements
- Assistance in obtaining or securing the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA)
- Utility or enterprise funds-analysis, forecasting, rate structure, and consulting services
- Federal, state and local grant reporting requirements
- Budget-assistance in obtaining the Distinguished Budget Award from the GFOA, appropriation and tax levy documents
- Personnel Issues-evaluation and executive search
- Policies and procedures documentation and implementation
- Temporary staffing and training
- Pension fund related issues, including benefit calculations, funding analysis, etc.
- Human resources-taxability issues, fringe benefits, policies, etc.
- Outsourced finance and accounting department functions, including all levels of finance functions
- Taxpayer compliance-specialized audits for selected revenue sources

Communication is the Key

We consider it essential to maintain the lines of communication throughout the year. To attain this, we both formally (via meetings, letters, etc.) and informally (via telephone calls, emails, etc.) keep our clients advised of changes and recent developments related to governments.



FIRM PROFILE

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Quality Assurance

We are committed to providing the highest quality audit product to our clients during all phases of the audit. Our Quality Assurance Team is responsible for reviewing all financial statements before issuance, assisting in technical inquiries and reviewing workpapers and reports of all engagements to verify compliance with professional standards and our Firm's policies. At L&A we pride ourselves in providing a quality audit. As such, we are a member of the Private Companies Practice Section (PCPS) of the Division for CPA Firms of the AICPA, submitting our accounting and auditing practice to quality control reviews of our compliance with professional standards as established by the AICPA.

Peer Review

The firm undergoes an independent peer review of our accounting and auditing practice as a condition of membership in the American Institute of Certified Public Accountants (AICPA), the national organization of CPA's in public practice, industry, government and education. Our reports have been reviewed by numerous federal and state oversight agencies as well as other external professional agencies and organizations. Furthermore, there has never been any action taken against our Firm with any state or federal regulatory body or professional organization to which we have submitted our reports.

Independence

We require that all personnel inform the Firm of any lack of independence with respect to all clients. Specific guidelines to be followed are those set forth in the AICPA's Code of Professional Ethics. Additionally, we are in compliance with the standards established by the General Accounting Office (GAO). More specifically, we are completely independent with respect to the City.

License to Practice

The Firm and all key personnel are duly licensed to practice in the State of Illinois. Our State of Illinois license number is 066-003655.



CRAIN'S
CHICAGO BUSINESS.

L&A was ranked as the 17th largest accounting firm in the Chicagoland area, according to an annual survey published by Crain's Chicago Business.



FIRM PROFILE

LAUTERBACHAMEN.COM

DFK International/USA

Lauterbach and Amen is an independent member of DFK International, a worldwide association of independent accounting and management consulting firms, with locations in over 40 major markets throughout the United States and representation in over 85 countries worldwide. Our membership in DFK enhances our worldwide reach, provides us with additional resources, and expands the world of opportunity for our clients.

Other Information

L&A has not had any federal or state desk reviews of its audits during the last three years. No disciplinary action has been taken against the firm during the last three years by state regulatory bodies or professional associations.

Per our firm's quality control document, all audit staff are required to meet the AICPA's continuing professional education requirements. Because we are niched in government, the required CPE hours for all of the staff outlined in this proposal are focused on the government industry, with hours also dedicated to Uniform Guidance/Single Audit continuing professional education as required by our industry. The firm utilizes a mix of self-study, in-house training, state Society or AICPA programs, Government Audit Quality Center programs, and programs offered by various government associations, such as the IGFOA.

Conclusion

We are thrilled to have the opportunity to expand upon our current services to the City. We truly believe we have a passion for the government industry and a passion for providing a level of service well beyond just issuing you audited financial statements. Our approach to client service includes open year-round communication, a large network of resources to assist with even non-audit related questions, and a dedication to furthering education on our industry technical standards and best practices. At L&A you will be served by partners who are dedicated to the government industry and a group of over 160 L&A employees that share in that passion and spend all twelve months of the year working on government engagements.





KEY ENGAGEMENT PERSONNEL

LAUTERBACHAMEN.COM

Ronald J. Amen, CPA

Managing Partner

Ron Amen has over 32 years of experience serving clients in the governmental sector. He has participated in numerous governmental engagements, including municipalities, park districts, school districts, State and Federal government entities, universities, nonprofits and other governments.

Educational and Membership Background

- University of Nebraska
- Certified Public Accountant
- American Institute of Certified Public Accountants
- Member of Government Finance Officers Association (GFOA) and Illinois GFOA
- Member of AICPA Government Audit Quality Center
- Member of Illinois Municipal Treasurers Association (IMTA)
- Member of Illinois Association of Park Districts/Illinois Parks and Recreation Association (IAPD/IPRA)
- GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting
- Instructor for IGFOA Training Courses
- Instructor for IMTA Training Courses



668 N. River Road

Naperville, Illinois 60563



630.393.1483



ramen@lauterbachamen.com

Governmental Accounting and Auditing Experience

Ron has managed numerous governmental engagements during his experience in public accounting. Assignments ranging from audits, single audits, TIF audits, performance reviews, budgeting, strategic planning, and other projects is a brief history of his background. Due to his extensive government background, he is often used as a resource for providing creative solutions to issues affecting local governments. He functions as a working partner, in that he is available and present during each phase of the audit process.

Ron has also participated in the management of some large commercial and nonprofit engagements. This experience includes audits, tax preparation, consulting and strategic planning for both commercial and nonprofit clients.



KEY ENGAGEMENT PERSONNEL

LAUTERBACHAMEN.COM

Jamie L. Wilkey

Technical Partner

Jamie Wilkey has over 20 years of professional accounting experience exclusively in the governmental sector. She has participated in numerous governmental engagements, including municipalities, park districts, school districts, libraries, special districts and various other units of government.

Educational and Membership Background

- Truman State University
- Northern Illinois University
- Member of Illinois Government Finance Officers Association (IGFOA)
- Member of Technical Accounting Review Committee (TARC) with IGFOA
- Member of Illinois Municipal Treasurers Association (IMTA)
- Member of Illinois Association of Park Districts/Illinois Parks and Recreation Association (IAPD/IPRA)
- GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting
- Instructor for IGFOA Training Courses
- Instructor for IMTA Training Courses
- Instructor for IPPFA Training Courses

Governmental Accounting and Auditing Experience

Jamie's experience in the governmental sector includes management of numerous units of government. Such assignments include annual audits, single audits, TIF audits, grant specific audits, and other related projects. Jamie has been responsible for the management of numerous annual audits for government units, all of which has either received the Certificate of Achievement for Excellence in Financial Reporting Award from the GFOA in the first year of their submittal to the program or maintained their Certificate standing.

Jamie also has extensive government consulting experience, which includes the responsibility for all financial operations of the government unit, including, but not limited to, the maintaining of the general ledger, trial balance, balance sheet and consolidated financials. Jamie has also assisted numerous clients with payroll processing, budget preparation, supervision of accounts receivable, accounts payable and utilities billing processing, tax levies and related documents, and the recommendation and implementation of various finance/accounting department procedures and policies.





KEY ENGAGEMENT PERSONNEL

LAUTERBACHAMEN.COM

Matt R. Beran, CPA

Operations Partner

Matt Beran has over 18 years of professional accounting experience, 12 of those are exclusively in the governmental sector. Prior to working in government, Mr. Beran was a supervisor at one of the Big 4 accounting firms. He has participated in numerous governmental engagements, including municipalities, park districts, school districts, libraries, special districts, nonprofits and various other units of government.

Educational and Membership Background

- Truman State University
- Certified Public Accountant
- American Institute of Certified Public Accountants
- Member of Illinois Government Finance Officers Association (IGFOA)
- Member of Illinois Municipal Treasurers Association (IMTA)
- Member of Illinois Association of School Board Officials (IASBO)
- Instructor for IMTA Training Courses
- Instructor for IASBO Training Courses

Governmental Accounting and Auditing Experience

Matt's experience in the government sector includes managing numerous governmental engagements. Assignments ranging from audits, single audits, TIF audits, performance reviews, budgeting, strategic planning, and other projects is a brief history of his background.

Matt has been responsible for the training of staff at Lauterbach and Amen. The training includes audit methodology and the specifics of governmental accounting, such as property taxes, debt, and full accrual versus modified accrual accounting. He researches new GASB pronouncements and gains an understanding of the change and how it will affect clients, audit staff, and the audit process. Then Matt passes along this knowledge to clients to ensure they understand what is changing.

Matt has also been responsible for various agreed-upon procedures including forensic audits. He has been able to observe various municipalities, park districts and libraries and prepare an extensive report on their current internal controls and procedures. Matt will also then give various suggestions on how to improve internal controls and procedures to improve efficiency and accuracy while still having proper segregation of duties.



668 N. River Road
Naperville, Illinois 60563
630.393.1483
mberan@lauterbachamen.com



KEY ENGAGEMENT PERSONNEL

LAUTERBACHAMEN.COM

Audit Team Key Personnel



Monika Adamski

Monika has 12 years of professional accounting experience exclusively in the governmental sector. She is a graduate of DePaul University. Monika is specialized in municipal and state agency audits as well as school districts and nonprofit entities and also specializes in internal control assessment for all governmental clients.



Tim Gavin

Tim has 15 years of professional accounting experience exclusively in the governmental sector. He is a graduate of Northern Illinois University and is a Certified Public Accountant. Tim is specialized in audits, accounting services and financial reporting. He retains highly specialized skills in accounting and auditing software.



Jennifer Martinson

Jen has 9 years of professional accounting experience exclusively in the governmental sector. She is a graduate of the University of Miami and a Certified Public Accountant. Jen specializes in municipal audits, staff training and new hire training. The training includes audit methodology and the specifics of governmental accounting, such as property taxes, debt, and full accrual adjustments.



Brad Porter

Brad has 7 years of professional accounting experience exclusively in the governmental sector. He is a graduate of University of Saint Francis and a Certified Public Accountant. Brad specializes in staff development and the training and auditing of local governments and park districts.



Don Shaw

Don has 12 years of professional accounting experience, 8 of those years are exclusively in the governmental sector. He is a graduate of Northern Illinois University and is a Certified Public Accountant. Don specializes in municipalities, school districts and Uniform Grant Guidance single audit testing, reporting and submission.



Ann Scales

Ann has 12 years of professional accounting experience exclusively in the governmental sector. She is a graduate of Marquette University and is a Certified Public Accountant. Ann specializes in finalizing Comprehensive Annual Financial Reports for our clients - meeting the requirements established by the GFOA. Ann has completed the AICPA's Nonprofit Level I and Level II Certificate Program. She specializes in auditing and performing consulting services for municipalities and nonprofits.



AUDIT APPROACH

LAUTERBACHAMEN.COM

Overview

We are prepared to meet or exceed all requirements and expectations of the City. The partners of L&A will be involved in all phases of the audit of the City as outlined below. L&A does not use statistical sampling in any phase of the audit process. Sample sizes used for testing are in accordance with standards established by the profession and will be determined in the planning phase.

Throughout the audit process we will inform management of audit issues as they arise and maintain the highest level of professionalism in the identification and communication of these issues. Discussion of the issues will take place immediately following their discovery and will allow management ample time to rectify any issues.

Below is our proposed schedule for your audit phases in accordance with the requirements stated in the RFP:

PHASE		TIMING	PARTNER	MANAGER	IN-CHARGE	TOTAL HOURS (EST)
	Phase 1 Planning	Late February	8 Hours	12 Hours	12 Hours	32 Hours
	Phase 2 Preliminary Fieldwork	March	16 Hours	12 Hours	22 Hours	50 Hours
	Phase 3 Fieldwork	May/ Early June	25 Hours	152 Hours	220 Hours	397 Hours
	Phase 4 Drafts	Late June/ Early July	16 Hours	18 Hours	14 Hours	48 Hours
	Phase 5 Audit Completion	August	8 Hours	12 Hours	2 Hours	22 Hours



AUDIT APPROACH

LAUTERBACHAMEN.COM

GFOA Certificate of Achievement

L&A fully supports the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program. We have assisted many clients in obtaining their certificates and have submitted over a thousand award applications to GFOA over the years. We also work with our clients in subsequent years on the implementation of any recommendations provided by the GFOA. We will respond to GFOA comments for improvement and take care of the filing of the necessary documents each year. We currently submit in excess of one-hundred reports to the GFOA on an annual basis and are in the top ten firms nationally that submit to the program.



Audit Scope and Standards

L&A will issue an opinion on the governmental activities, business-type activities, each major fund and the aggregate remaining fund information, including the notes to the financial statements, which collectively comprise the City's financial statements, with "in-relation-to" coverage provided on the combining and individual fund financial statements and on any supplementary information. We will not provide an opinion on the Management Discussion and Analysis, but will provide customary review of this information. Introductory and Statistical sections of the Comprehensive Annual Financial Report, if applicable, will not be audited by us.

The audit will be conducted in accordance with generally accepted auditing standards, and, if a single audit becomes necessary, the standards for financial audits contained in Governmental Auditing Standards (2004), issued by the Comptroller General of the United States, and the Single Audit Act of 1996; and the provisions of Uniform Grant Guidance 2CFR-2000/OMB Circular A-133, Audits of State and Local Governments and Nonprofit Organizations. We will also confirm to AICPA Interpretation 501-3.

2022-032
2025-035



AUDIT APPROACH

LAUTERBACHAMEN.COM

Phase 1: Planning



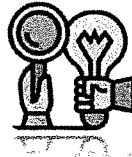
Late February

The purpose of the planning phase is to provide the foundation for the direction that the audit will take. During the planning phase of the audit we will hold an entrance conference with the City to discuss the audit approach, develop a schedule for completing the audit, and review the areas that we will be focusing on during our audit procedures and testing.

The following is an outline of the key steps performed during the planning phase of the audit:

- Discussing and agreeing upon report formats to provide information which complies with generally accepted accounting principles. The format should be agreed upon during the planning phase of the audit to ensure timely issuance of the report. Our plan is to adopt a format similar to the previous year.
- Discussing availability of accounting records and source documents and developing a detailed list of schedules to be prepared by the City.
- Developing a schedule for completing the subsequent phase of the audit.

Phase 2: Preliminary Fieldwork



March

Preliminary fieldwork is the next phase of the audit process and involves expanding our understanding of the City and its finances through a review of various documents and through discussions with the City. During this phase, we will begin the required study and evaluation of internal accounting controls as part of the financial and compliance audit.

The purpose of our study and evaluation will be to obtain sufficient knowledge and understanding of the internal accounting and administrative control systems used by the City for reliance on the system of internal control and the degree of such reliance; or to aid us in designing substantive tests in the absence of such reliance. We will hold progress meetings with key management, as necessary, to keep you apprised of the results of our preliminary review and to discuss the key internal controls to be tested.



AUDIT APPROACH

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Phase 2: Preliminary Fieldwork (Cont'd)



March

Our approach to the study and evaluation of the internal accounting and administrative controls will be accomplished through the following techniques:

- We will perform an in-depth review of internal control documentation and working papers made available by the prior audit firm and the City.
- We will use internal control questionnaires, narratives and/or flowcharting techniques to document key flows of information. Because of our extensive commitment to government, the questionnaires utilized are designed specifically for use on governmental engagements and, therefore, will provide you with the most meaningful information. We will utilize this information and identify key internal control procedures which will be tested in order to warrant reliance on the identified controls. The objectives of such reliance will be to reduce the extent of substantive work performed, resulting in a more cost-efficient audit approach.
- We will evaluate audit risk for all key financial statement assertions and compliance determinations using the procedures outlined above. Audit risk is the risk that material financial statement misstatements or material noncompliance will not be prevented or will not be detected and corrected in a timely manner.

We will evaluate audit risk for all key financial statement assertions and compliance determinations using the procedures outlined above. Audit risk is the risk that material financial statement misstatements or material noncompliance will not be prevented or will not be detected and corrected in a timely manner.

Phase 3: Fieldwork



May/Early June

This phase of the audit will consist primarily of substantive testing of year-end balances. If any audit issues come to our attention during the course of our work, we will immediately inform you so that action can be taken before the completion of our fieldwork.

We will design our detailed testing procedures to provide both compliance and financial audit coverage where applicable. We utilize custom designed audit programs that are specifically designed for government clients and; therefore, provide for the most efficient and effective approach.



AUDIT APPROACH

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Phase 3: Fieldwork (Cont'd)



May/Early June

At a minimum, management is to provide supporting schedules for the following areas once we return for fieldwork:

Cash	Accounts Payable
Investments	Payroll
Governmental Revenues/Receivables	Debt Service
Proprietary Revenues/Receivables	Fund Balance/Net Position
Inventories	Grants
Interfunds	Risk Management
Capital Assets	

For financial audit purposes, we will assess the risk of material misstatement associated with a given objective, and perform substantive and compliance procedures. Our substantive procedures will gather evidence as to the completeness, accuracy, or validity of the information contained in the financial statements. These procedures will include confirmation of year-end balances, vouching documents and analytic reviews. Through our compliance procedures, we will gather evidence related to the existence and effectiveness of specific internal controls. These procedures includes examinations of documents for proper approval and review of procedures for compliance with rules, regulations and City policies.

At the conclusion of fieldwork, workpapers will be reviewed by the engagement partner and we will prepare the Comprehensive Annual Financial Report in accordance with generally accepted accounting principles for government entities. In addition, we will prepare a management letter and other required communication letters that we will review and discuss with the City during the draft phase of the audit.

Our firm has state of the art production hardware and software. We believe the investment to stay on the cutting edge of technology benefits not only in reporting, but also in suggestions and recommendations.



AUDIT APPROACH

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Phase 4: Drafts



Late June/Early July

The final completion and quality review of the initial draft of the Comprehensive Annual Financial Report will be completed at our office and a draft of the Comprehensive Annual Financial Report and related communication letters will be provided to the City no later than the date agreed to during the entrance conference. The City will then have a sufficient amount of time to review the draft for questions and/or changes. L&A will then return to the City's location for the final draft where we will review the City's questions and/or changes to the Comprehensive Annual Financial Report as well as the client communication letters and submit a final draft of the Comprehensive Annual Financial Report to the City.

Phase 5: Audit Completion



August

Upon approval of the drafts by the City, we will deliver final, bound financial Comprehensive Annual Financial Reports. At the completion of our audit, we will also provide a the final management letter addressing reportable conditions, if any, and other comments and observations for improvements. The management letter will be provided as a separate document. The management letter will contain, as warranted and appropriate:

- Specific recommendations for improvement of the accounting practice and procedures and the internal accounting and administrative controls.
- Comments on the design, controls and audit trails of new and redesigned automated systems, along with suggestions to improve processing methods and procedures.
- Suggestions for operational improvements or cost efficiencies noted during the course of our work.
- Findings relative to compliance with the applicable rules and regulations.
- Comments regarding compliance with laws.
- Other comments or recommendations and best practices that we believe may be relevant.
- Upcoming GASB Pronouncements or auditing standards that may affect the City's financial statements in the future.

L&A strives for continual communication with City staff and management as well as the Board. As such, the engagement partner will be available for meetings and/or formal presentations of the Comprehensive Annual Financial Report and communication letters with representatives of the City.

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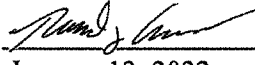
2025-035



PRICE AND BILLING

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AUDIT SERVICES RFP RESPONSE FORM

Firm: Lauterbach & Amen, LLP
Firm Contact/Project Manager: Ronald J. Amen, Partner
Email Address: ramen@lauterbachamen.com
Address: 668 N. River Road
Naperville, IL 60563
Telephone and Fax Numbers: Phone: 630.393.1483 | Fax: 630.393.2516
Signature of Authorized Agent: , Partner
Date of Proposal Submission: January 13, 2022

PRICE STRUCTURE

	February 28, 2022	February 28, 2023	February 29, 2024	February 28, 2025	February 28, 2026
City Audit including Single Audit	\$41,520	\$42,350	\$43,180	\$44,010	\$44,840
Oak Ridge Cemetery Audit	\$3,500	\$3,575	\$3,650	\$3,725	\$3,800
Electric Light and Power Fund Audit	\$3,750	\$3,850	\$3,950	\$4,050	\$4,150
Water Fund Audit	\$3,750	\$3,850	\$3,950	\$4,050	\$4,150
Local Foreign Fire Insurance Fund Audit	\$2,250	\$2,300	\$2,350	\$2,400	\$2,450
TIF Reporting	\$1,000	\$1,020	\$1,040	\$1,060	\$1,080
Assistance with Preparation of ACFR including Statements, Exhibits	\$1,500	\$1,530	\$1,560	\$1,590	\$1,620



PRICE AND BILLING

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HOURS SCHEDULE

	Hours	Standard Rate	Quoted Rate	Total
Partner	73	\$160	\$150	\$10,950
Manager	206	\$130	\$120	\$24,720
In-Charge	270	\$90	\$80	\$21,600
	549			\$57,270

In 24 years of providing auditing services, Lauterbach & Amen, LLP has never increased an audit price from what was proposed in the RFP. This includes implementation of all future FASB and GASB pronouncements.

Our firm stresses that we are available throughout the year to provide technical accounting and financial reporting assistance to the City. We encourage clients to contact us with questions that may arise. In addition, we provide no cost client training to introduce new GASB pronouncements and auditing standards that may affect the City, as well as providing other training topics based on client requests and needs.

Schedules Requested

The proposed annual prices are based upon staff support at all levels from the City personnel and that the City will provide adjusted trial balances and support (detailed schedules that reconcile to the trial balance) for all balance sheet accounts. At a minimum, management is to provide supporting schedules for the areas outlined in the Fieldwork Phase of the Audit Approach section of this proposal.

Additional Services

Should it become necessary for the City to request us to render additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement or new accounting standards, then such additional work will be performed only after discussing with management the level of effort and estimated costs prior to performing any such work.

As independence standards have recently become more stringent related to the types of additional services auditors can perform, L&A would review these independence standards and the types of services requested prior to proposing on any additional services.



REFERENCES

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We know that our best endorsement comes from satisfied clients. We invite you to contact the following clients who have been serviced by our firm to inquire about their experience and how our services continue to bring value to our clients. Additional references can be provided upon request.

CITY OF CHAMPAIGN*

Kay Nees
217.403.8700
kay.nees@champaignil.gov



CITY OF ROCKFORD*

Carrie Hagerty
779.348.7467
carrie.hagerty@rockfordil.gov



CITY OF ROCK ISLAND*

Linda Barnes
309.732.2111
barnes.linda@rigov.org



CITY OF EAST MOLINE*

Annaka Whiting
309.752.1542
awhiting@eastmoline.com



* Indicates governments who currently hold the GFOA Certificate of Achievement.



REFERENCES

LAUTERBACHAMEN.COM

Additional Clients Served

L&A stands by our quality and service. As such, we encourage you to reach out to any of the clients listed below that we serve to learn more about their experience with our firm.

Municipalities, Townships and Counties

Addison Township	Cuba Township	Harvard	Markham	Pingree Grove*	Streamwood*
Algonquin	Dolton	Henry County	Mendota	Plano	Streator
Antioch*	East Dundee*	Hinckley	Midlothian	Poplar Grove	Sugar Grove*
Barrington	East Hazel Crest	Hinsdale	Milton Township	Princeton	Sycamore*
Barrington Hills	East Moline	Homewood	Monee	Prospect Heights	Thornton*
Bartlett*	Elburn	Inverness	Montgomery*	Riverside*	Timberlane
Beach Park*	Elk Grove Village*	Johnsburg*	Morton Grove*	Riverwoods	Vernon Hills
Berkeley	Elwood*	Justice	Mount Prospect	Rock Island*	Volo
Bloomington*	Evanston	Kenilworth	Naperville Township	Rockford*	Warrenville*
Bradley	Fox River Grove	Kildeer*	New Milford	Rolling Meadows*	Waukegan
Buffalo Grove*	Frankfort*	Lake Barrington	Normal*	Rosemont	West Chicago*
Burlington	Georgetown	Lake Bluff	North Aurora*	Round Lake Beach	Western Springs
Burnham	Gilberts*	Lake Villa	North Barrington	Sandwich	Wheaton*
Burr Ridge	Glen Ellyn*	LaSalle County	North Riverside*	Schaumburg	Willow Springs
Campton Hills	Glencoe*	Libertyville*	Northbrook	Shabbona	Wilmette*
Carpentersville*	Glenview*	Lincolnwood*	Northfield*	Skokie	Winnetka*
Cary	Golf	Lindenhurst	Northfield Township	Sleepy Hollow	Winthrop Harbor
Champaign	Grayslake	Lombard*	Orland Park	South Barrington	Woodridge*
Cherry Valley	Gurnee*	Lyndon	Palos Park*	South Elgin*	York Township
Cortland	Hampshire	Manhattan*	Park Forest*	Stickney	Yorkville*
Country Club Hills	Hanover Park	Maple Park	Park Ridge	Stone Park	Zion Township

* Indicates governments who currently hold the GFOA Certificate of Achievement.



Municipalities

110+



Park Districts

65+



School Districts

35+



Libraries

45+



Pension Funds

450+



Other Entities

100+

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APPENDIX

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ELLIN & TUCKER

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of
Lauterbach & Amen, LLP and the Peer Review Alliance Report Acceptance Committee

We have reviewed the system of quality control for the accounting and auditing practice of Lauterbach & Amen, LLP (Firm) in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

FIRM'S RESPONSIBILITY

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and remediate weaknesses in its system of quality control, if any.

PEER REVIEWER'S RESPONSIBILITY

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

REQUIRED SELECTIONS AND CONSIDERATIONS

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

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APPENDIX

LAUTERBACHAMEN.COM

ELLIN & TUCKER

OPINION

In our opinion, the system of quality control for the accounting and auditing practice of Lauterbach & Amen, LLP in effect for the year ended June 30, 2019 has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lauterbach & Amen, LLP has received a peer review rating of *pass*.

Ellin & Tucker

ELLIN & TUCKER
Certified Public Accountants

Baltimore, Maryland
December 27, 2019

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File Number

002-741



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, 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

LAUTERBACH & AMEN, LLP, HAVING FILED A STATEMENT OF QUALIFICATION IN THE STATE OF ILLINOIS ON APRIL 26, 2012, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM PARTNERSHIP ACT (1997) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY PARTNERSHIP IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT.



Authentication #: 1706102701 verifiable until 03/02/2018.
Authenticate at: <http://www.cyberdriveillinois.com>

***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 2ND
day of MARCH A.D. 2017 .***

Jesse White

SECRETARY OF STATE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crum-Halsted Agency, Inc. 427 N Kirk Road Suite 113 Geneva, IL 60134	CONTACT NAME: Tracey Meicher, CIC, CRIS PHONE (A/C, No, Ext): (630) 443-7300 FAX (A/C, No): (630) 587-9826 E-MAIL ADDRESS: tmeicher@crumhalsted.com
INSURED Lauterbach & Amen, LLP 668 N River Road Suite 100 Naperville, IL 60563	INSURER(S) AFFORDING COVERAGE INSURER A: Citizens of America NAIC # 31534 INSURER B: Allmerica Financial Benefit 41840 INSURER C: The Hanover Insurance Company 22292 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2021 Standard Cert

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			OBCA886072	3/31/2021	3/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			OBCA886072	3/31/2021	3/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			OBCA886072	3/31/2021	3/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	W2CA886039	3/31/2021	3/31/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			LHCA595928	3/31/2021	3/31/2022	Limit per Claim / Aggregate \$5,000,000
C	Crime			LHCD872046	3/31/2021	3/31/2022	Employee Dishonesty \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Ted Rosenow, CIC/TM <i>Yhoder A. Rosenow</i>

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ACORD 25 (2014/01)

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ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

02/01/2022

OFFICE REQUESTING: Budget and Management

CONTACT PERSON: Dominique LaSalvia

PHONE NUMBER: 753-4900 ext. 5607

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

TYPE OF ORDINANCE: Contract

FISCAL IMPACT: \$ 175,425.00

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

SUGGESTED TITLE:

An Ordinance authorizing the execution of a three year contract with Lauterbach & Amen, LLP to perform the city's annual audits for fiscal years 2023 through 2025 for a total amount not to exceed \$175,425 for the Office of Budget and Management

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

RFP #CS22-28

CONTRACTOR / VENDOR NAME: Lauterbach & Amen, LLP

VENDOR NO: VC*5168

CONTRACT TERM: 3 years, 2 optional 1 year extensions

CONTRACT #

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$175,425

(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: Section 38.38 City Purchasing Code

Previous Ord #'s

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

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1				Various Funds		\$175,425
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance retains the auditing firm of Lauterbach & Amen, LLP to perform the city's audits for three consecutive fiscal years - FY22 (\$57,270), FY23 (\$58,475), and FY24 (\$59,680), for a total amount not to exceed \$175,425. There are two additional one-year options to renew for FY25 and FY26 in the amount of (\$122,975); the \$175,425 does not include any amount that may be expended for the optional renewals.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2025-035



January 10, 2025

Honorable Mayor
Members of the City Council
City of Springfield, Illinois

We are pleased to confirm our understanding of the services we are to provide the City of Springfield, Illinois for the fiscal year ended February 28, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City as of and for fiscal year ended February 28, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, the budgetary comparison schedules, GASB-required pension reporting and GASB-required other post-employment benefit (OPEB) reporting.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements: combining fund statements, individual fund statements, budgetary comparison schedules and other information as supplemental schedules.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report: introductory and statistical information.

Audit Scope and Objectives - Continued

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit - Continued

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, if applicable, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls, improper revenue recognition, increased regulations by oversight bodies or granting agencies, and general or local economic challenges. Planning for this engagement has not concluded and is subject to change.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Controls

We will obtain an understanding of the City and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

Audit Procedures – Internal Controls - Continued

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance and requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

Other Services

We will assist in preparing the financial statements, schedule of expenditures of federal awards, related notes, and required audit adjustments, if any, of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Other Services - Continued

You agree to assume all management responsibilities for the financial statement preparation services, schedule of expenditures of federal awards and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Responsibilities of Management for the Financial Statements and Single Audit - Continued

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be made available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date of schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Responsibilities of Management for the Financial Statements and Single Audit - Continued

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lauterbach & Amen, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant agency or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lauterbach & Amen, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Engagement Administration, Fees, and Other - Continued

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the cognizant agency, oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fees for the fiscal year ended February 28, 2025 audit will be:

Service Provided	February 28, 2025
City Audit including Single Audit	\$44,010
Oak Ridge Cemetery Audit	\$3,725
Electric Light and Power Fund Audit	\$4,050
Water Fund Audit	\$4,050
Local Foreign Fire Insurance Fund Audit	\$2,400
TIF Reporting	\$1,060
Assistance with Preparation of ACFR, including Statements, Exhibits	\$1,590
Total	\$60,885

In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. Please be advised that we will charge interest on late invoices over sixty days.

Lauterbach & Amen's client portal is used solely as a method of exchanging information and is not intended to store the City's information. At the end of the engagement, we will provide the City with a copy (in an agreed-upon format) of deliverables and data related to the engagement from the portal.

Upon completion of the engagement, data and other content will either be removed from the portal or become unavailable to Lauterbach & Amen, LLP within twelve months.

The City agrees that during the term of this agreement and for a period of twelve months thereafter, the City shall not solicit, or arrange an employment contract with personnel of Lauterbach & Amen, LLP. Violation of this provision shall, in addition to other relief, require the City to compensate Lauterbach & Amen, LLP with one hundred percent of the solicited person's annual compensation.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Reporting - Continued

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Springfield, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Cordially,

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Springfield, Illinois.

By: _____
Title: _____

CEM

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Ramona Metzger

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

PHONE NUMBER: 217-789-2191

FISCAL IMPACT: \$60,855.00 (\$236,280.00 cumulative)

SUGGESTED TITLE: An Ordinance authorizing a one-year extension of RFP CS22-28 and authorizing an additional \$60,855.00 with Lauterbach & Amen, LLP to perform the City's annual audit for Fiscal Year 2025 for the Office of Budget and Management.

CONTRACTOR / VENDOR NAME: Lauterbach & Amen, LLP

VENDOR NO: VC*5168

CONTRACT TERM: March 1, 2025 - February 28, 2026 Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: NTE \$236,280.00 (cumulative) \$60,855.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1		VARIOUS FUNDS			\$60,855.00
2					
3					
4					

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

Ordinance# 060-02-22;
Engagement Letter for FY2025 Audit

STAFF ANALYSIS

Ordinance 060-02-22 awarded RFP# CS22-28 to Lauterbach & Amen, LLP to perform auditing services for the City's Annual Financial Audit as required by law. The initial agreement covered 3 Fiscal Years (FY22, FY23 & FY24) and allowed for up to 2 annual extensions for these services.

It has been determined to be in the City's best interest to extend this agreement to contract with Lauterbach & Amen to conduct the annual audit or Fiscal Year 2025. The cost for the FY25 audit will be \$60,855.00 per the original agreement with a not to exceed 4-year total of \$236,280.00.

FUNDS CHECK BY: Courtney Heinzl
Digitally signed by Courtney Heinzl
Date: 2025.01.13 07:44:50 -06'00'

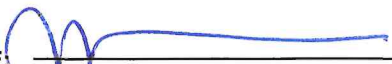
Date: _____

DIRECTOR / SUPERVISOR:

Date: _____

CITY PURCHASING AGENT: Lesko, Mike
Digitally signed by Lesko, Mike
Date: 2025.01.10 14:35:13 -06'00'

Date: _____

SIGN OFF: 
(Mayor's Signature) 


(Director of OBM)

The information supplied on this form is not confidential information.

2025-035

AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH LEXAH, INC. FOR FINANCIAL ASSISTANCE FOR THE PROPERTY LOCATED AT 322 EAST ADAMS STREET, UTILIZING CENTRAL AREA TAX INCREMENT FINANCE FUNDS IN THE AMOUNT OF \$1,455,000.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as defined in the Redevelopment Agreement attached hereto) and known as the Central Area Tax Increment Redevelopment Plan and Project ("Plan"), pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. ("Act"); and

WHEREAS, Lexah, Inc. ("Redeveloper") owns the property located at 322 East Adams Street; and

WHEREAS, the Redeveloper is requesting Central Area Tax Increment Finance funds in the amount of \$1,455,000.00 for various work on both the first and second floors, and basement of the building to prepare it for retail and commercial tenants; and

WHEREAS, the total project cost is \$3,000,000.00, TIF represents 48.5% of those costs; and

WHEREAS, it is necessary to enter into a Redevelopment Agreement with Lexah, Inc.; and

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

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

Section 1: That the City Council hereby approves a redevelopment agreement with Lexah, Inc. for use of Central Area Tax Increment Finance funds in the amount of \$1,455,000.00 for the property located at 322 East Adams Street for various work on both the first and second floor, and basement of the building to prepare it for retail and commercial tenants.

Section 2: That the Office of Budget and Management is authorized to make payment not to exceed \$1,455,000.00 to Lexah, Inc., upon satisfactory completion of the project from account number 084-111-DEVL-SPAL-2110.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher
Alderman Shawn Gregory

Office of Corporation Counsel

REDEVELOPER AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS AND LEXAH INC

THIS AGREEMENT, entered into on or as of the ____ day of _____, 2025 by and between **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation, by and through the Office of Planning and Economic Development (which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City" or "Office of Planning and Economic Development"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 800 East Monroe Street, Springfield, Illinois 62701, and **LEXAH INC**, a for-profit organization located at 322 E. Adams Street, Springfield, Illinois 62701, hereinafter called "Redeveloper".

WITNESSETH

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

WHEREAS, pursuant to the provisions of the Act, the City, has adopted a Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pertaining to the redevelopment of the Central Area Tax Increment Redevelopment Plan, a copy of which Plan is on file with the City Clerk of the City of Springfield; and

WHEREAS, the Redeveloper is a Corporation whose intent is to redevelop 322 E. Adams Street for office and retail space; and

WHEREAS, the Redeveloper has assembled financial commitments from private investments and local government, to accomplish the redevelopment of 322 E. Adams Street; and

WHEREAS, in order to enable the City to achieve the objectives of the Plan in accordance with the uses set forth therein, the City intends to assist the Redeveloper in the rehabilitation of the aforesaid property; and

WHEREAS, the City believes that the project is in the best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws; and

WHEREAS, the Redeveloper has represented that it possesses the experience and qualifications to undertake this project and the City, therefore, deems it appropriate to enter into this Agreement with Redeveloper; and

WHEREAS, it is contemplated that pursuant to this Agreement, the City shall provide the Redeveloper financial assistance in a total amount not to exceed one million five hundred thousand

dollars (\$1,500,000) of incurred cost to assist Redeveloper with the rehabilitation of 322 E. Adams Street to accomplish these purposes on the aforementioned property utilizing tax increment financing in accordance with the Act; and

WHEREAS, the Redeveloper is willing to develop the Site upon the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

SECTION 1: DEFINITIONS

A. Definition of Terms

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise. Other terms may also be defined elsewhere in this Agreement.

“Act” means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74 .4-1, et seq., and as it amended and supplemented from time to time.

“Agreement” means this Redeveloper Agreement and all addenda and exhibits hereto.

“Authorized Representative” means such person as from time to time designated to act on behalf of the Redeveloper in a written certificate furnished to the Office of Planning and Economic Development, containing the specimen signature of such person and signed on behalf of the Redeveloper by a corporate officer or partner or other representative, as appropriate. Such certificate may designate an alternate or alternates.

“City” means the City of Springfield, Illinois.

“Plan” or “Development Plan” shall have the meaning set forth in the preamble to this Agreement.

“Project” means: redevelopment of 322 E. Adams Street, Springfield, Illinois in accordance with the terms and conditions of this Agreement and the law.

“Project costs” means only those costs as specified in the particular provision.

“Redeveloper” means LEXAH INC, and its successors.

“Redevelopment Assistance”, sometimes “Assistance”, means any payments to be made to Redeveloper from available tax increment funds for the Project.

“Site” means the real property located at 322 E. Adams Street, Springfield, Illinois, at which the Project is to be located.

B. Construction of Words

The words “hereof,” “herein,” “hereunder,” and other words of similar import refer to this

Agreement as a whole.

Unless otherwise specified, references to articles, sections and other subdivisions of this Agreement are to the designated articles, sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

SECTION 2: PURPOSE OF AGREEMENT AND ASSISTANCE

A. Purpose of Agreement

The purpose of this Agreement is to provide funds to the Redeveloper in order to complete the Project at the Site consistent with the terms and conditions of this Agreement. Only work that is reimbursed with the Redevelopment Assistance shall be governed by this Agreement.

B. Redevelopment Assistance to the Redeveloper

1. The City agrees, upon the terms and conditions in this Agreement, to provide Redevelopment Assistance in an amount not to exceed One Million Five Hundred Thousand dollars (\$1,500,000) or 50% of incurred costs, whichever is less, to assist the Redeveloper with the Project. Redevelopment Assistance shall only be used by the Redeveloper for eligible expenses as proscribed in the Central Area Tax Increment Redevelopment Plan and the Tax Increment Allocation Redevelopment Act, as amended 65 ILCS 5/11-74.4-1, et seq.

2. The Redevelopment Assistance to be provided to the Redeveloper shall be as follows:

Reimbursement for costs of rehabilitation of building at 322 E. Adams Street, in Springfield, Illinois, including preparation of the basement, first floor and second floor for retail and commercial tenants.

3. All Assistance to the Redeveloper Parties shall only be provided upon City approval of cost receipts, other supporting information and lien waivers submitted to City by the Redeveloper. Redeveloper shall submit requests for reimbursement, (i) upon 33% completion of the Project, (ii) upon 66% completion of the Project, and (iii) after the completion of the Project and with a certificate of occupancy, in requisitions containing verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Periodic requests for reimbursement shall contain verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Within 30 days of receipt of a requisition, City shall either (i) approve the bills for reimbursement, or (ii) notify Redeveloper in writing of any bills disapproved for reimbursement with an explanation provided to Redeveloper so that Redeveloper may cure any defects and resubmit disapproved bills for reimbursement. In the event the City determines Tax Increment Available Funds are insufficient to reimburse all approved projects from the Central Area TIF Special Allocation Fund due to funds not yet received from expected tax increments, all reimbursements will resume at such time, in a chronological sequence payable to specific project submission requests that meet the required conditions of each specific applicable redevelopment agreement (such as lien waivers, certified payroll, etc.), as the Central

Area TIF Special Allocation Fund accumulates fund sufficient to enable reimbursement as determined by the City. Redeveloper shall fulfill all contingencies and request reimbursement within 12 months of the date this Agreement is signed by the City. An extension may be granted upon mutual agreement of the Parties. If funds are not accessed within the 12 month period, or mutually agreed upon extension, the City has the right to terminate or suspend the Assistance and the ordinance. This Agreement does not authorize an expenditure of City funds in excess of the amount authorized by the City Council unless the City Council specifically approves an additional expenditure. Redeveloper agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

C. Undertaking of Redeveloper

The Redeveloper agrees to rehabilitate 322 E. Adams Street in accordance with the law and this Agreement. The Redeveloper further agrees to invest gross funds in sufficient amounts to complete the Project.

SECTION 3: CONDITIONS PRECEDENT TO RECEIVING TIF ASSISTANCE

Prior to receiving Redevelopment Assistance, the Redeveloper shall furnish to the Office of Planning and Economic Development, the following, all to be satisfactory to the Office of Planning and Economic Development in both form and substance:

A. All applicable organization documents and filings for the Redeveloper and all resolutions necessary to effect the obligations of the Redeveloper pursuant to this Agreement;

B. Plans, including an updated Site Development Cost Analysis, including bids and estimates for work to be performed, showing all projected costs incidental to completion of the work along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development no later than sixty (60) days after the signing of this Agreement, unless an extension is granted by mutual agreement. All work to be performed shall be let by sealed competitive bidding and shall follow the procedures outlined in Chapter 38 of the City of Springfield, Illinois Code of Ordinances, 1988, as amended. In the event that Redeveloper desires to perform the work itself, it shall obtain three (3) estimates from the other contractors. Redeveloper then shall charge its total costs in an amount not to exceed the lowest bid. In the event Redeveloper performs the work pursuant to this paragraph, Redeveloper shall still be required to submit to the City all invoices, timesheets, and receipts verifying performance of the work. In all cases, Redeveloper shall retain a copy of all bids and/or estimates received for a period of five (5) years from completion of the Project. The City shall be allowed reasonable access to all such bids and/or estimates.

C. Firm commitments for financing necessary to complete the Project, from sources and in the form acceptable to the Office of Planning and Economic Development, or a demonstration of financial capacity sufficient to complete the Project;

D. Internal Revenue Service taxpayer identification number for the Redeveloper;

E. If applicable, a Certificate of Authority to do business in the State of Illinois;

F. Registration of Redeveloper, contractors and subcontractors through EPrism software

for the reporting of Prevailing Wage.

G. Documentation and verification that Redeveloper has paid State Prevailing Wage

H. Copies of all contracts, itemized invoices and paid receipts to verify expenses for the project. All receipts must be separated by specific project;

I. Such other documents, resolutions and other items reasonably required by the City, including copies of all project labor agreements for the Project.

Redeveloper shall be entitled to make periodic requests for reimbursement, as long as all conditions precedent are met and Redeveloper is not in breach of any of the terms of this Agreement.

SECTION 4: REDEVELOPER'S OBLIGATIONS AND RIGHTS

A. Conformance to Federal, State and Local Requirement

All work shall conform with all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivision, zoning and life safety codes.

B. Changes Project

If, during the course of initial rehabilitation, the Redeveloper desires to make any changes in any portion of the Project which materially affects the appearance, function, or implementation of the Project, the Redeveloper shall submit the proposed change to the City Council for its approval. All other changes must be submitted to the Office of Planning and Economic Development for approval under this Agreement, and a response to such changes shall be given to Redeveloper within ten (10) days. Any approval in changes by the City Council or Office of Planning and Economic Development shall not constitute approval of any plans that are already or are required to be approved by the Building and Zoning Department for compliance with life, health, safety, building, and zoning regulations.

C. Time Limitations

The Project shall commence no later than thirty (30) days after receipt of a building permit from Building and Zoning, and it shall be completed no later than June 30, 2026, unless otherwise mutually agreed to in writing by the Parties. All invoices and paid receipts shall be submitted to the City within 3 months after completion of the Project, unless otherwise mutually agreed to in writing by the Parties.

D. Commencement and Completion Requirements

The Redeveloper agrees for itself, and its successors, that it shall promptly begin and diligently prosecute the completion of the Project.

E. Progress Reports

Until completion of the Project has been made, the Redeveloper shall make progress reports

to the Office of Planning and Economic Development on a bi-monthly basis in such detail as may be reasonably requested by the Office of Planning and Economic Development. Such progress reports may take the form of an AIA Contractor's Affidavit or by any other means approved by the Office of Planning and Economic Development.

F. Redeveloper's Responsibility

It is expressly understood that the Redeveloper shall bear the sole responsibility of completing the Project in an appropriate manner consistent with the Development Plans and consistent with all other requirements of this Agreement. Redeveloper agrees that all work must be completed in conformity with applicable building and zoning laws of the City.

G. No Obligations of City of Springfield

The Redeveloper acknowledges and understands that the City shall not have any obligation to complete the Project, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Redeveloper also acknowledges and understands that this Agreement does not result in any contractual obligation by the City for approval of permits, licenses, plans, etc. that may be necessary for completion of the Project.

H. Certificate of Completion

Promptly after completion of the Project, Redeveloper shall provide to the Office of Planning and Economic Development a Certificate of Final Completion executed by Redeveloper, certifying that the Project has been completed in accordance with the approved plans and specifications, and has been performed in a good and workmanlike manner and in accordance with all applicable governmental requirements. Said Certificate may be executed by Redeveloper's designated project architect only if Redeveloper provides to the City written authorization of such designation. If the Office of Planning and Economic Development disputes the sufficiency or accuracy of the Certificate of Final Completion, the Office of Planning and Economic Development shall, within thirty (30) days after receipt of such Certificate, provide Redeveloper with a written statement indicating in what respects Redeveloper has failed to perform the relevant work in accordance with the provisions of this paragraph.

I. Recapture of Grant Funds

If the Redeveloper does not comply with this Agreement, the Redeveloper shall, within thirty (30) days of notice of default by the City, repay to the City the amount of any funds disbursed. The City shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State or local law including recapture of all grant proceeds disbursed.

J. Lien Waivers & Prevailing Wage

1. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Prevailing Wage Act"). The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and

mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: [http:// www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx](http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx). All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties. Redeveloper expressly agrees that any construction or rehabilitation work performed using TIF funds shall be performed at a rate of employee pay (whether the Project is contracted or subcontracted to third parties) equal to and consistent with the rates established for Sangamon County under the Illinois prevailing wage law. All contracts issued for such work shall expressly contain the requirements of this provision. All contracts for construction pursuant to the construction work shall provide that all contractors and subcontractors furnish contractor’s affidavits in the form provided by state statute and that the waivers of lien be required for all payments made, and Redeveloper agrees to require all contractors and subcontractors to comply with the requirements of the Prevailing Wage Act, this Agreement and the state Prevailing Wage Act.

2. All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.

3. Redeveloper, contractors and subcontractors who are parties to contracts involving public works projects must submit certified payroll records on a monthly basis to the City pursuant to 820 ILCS 130/5 *et seq.*, as amended. Redeveloper, contractors and subcontractors must also submit a certification of the following with each submission: (1) the records are true and accurate, (2) The hourly rate paid is not less than the general prevailing rate in Sangamon County, Illinois, and (3) s/he is aware that filing a certified payroll knowing such to be false is unlawful. At the same time as submitting the certified payroll records as described above, Redeveloper, contractors and subcontractors shall also submit a second set of certified payroll records where the following information has been redacted/blackened out/removed: social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home and personal telephone numbers, personal email addresses, home address and personal license plates. All certified payroll records and certifications shall be submitted and reported through EPrism software. Redeveloper, contractors and subcontractors must register and report Prevailing Wage through EPrism in order to receive reimbursement.

4. If the information provided reasonably shows a violation of the Prevailing Wage Act, then the City shall notify the bidder of the possible violation by certified mail. If the Redeveloper does not cure the violation, or provide the City with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of receipt of the written notice of possible violation, then the City, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

5. It is a mandatory requirement upon the Redeveloper or its Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 *et. seq.*).

6. Pursuant to section 38.15 of the City Code, public works projects in excess of \$50,000 require a project labor agreement. This Agreement calls for the construction of a “public works project” within the meaning of section 38.15 of the City Code, and Redeveloper and its contractors and subcontractors shall comply with the terms thereof.

K. Disclosure of Information

Redeveloper shall provide the City the following:

1. A complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of state or federal laws, which protect the health, safety, or welfare of workers, including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity, including joint ventures and partners, and also including parent and subsidiary corporations or entities; and
2. A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project are a participant in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training.
3. A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project have not been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act within the two year period.
4. If any of the information above is found to be inaccurate, then the City may, at its sole option and in its sole discretion, terminate this Agreement. Under such circumstances, any and all TIF Assistance provided shall be immediately returned to the City.

SECTION 5: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained as follows:

A. Organization and Authorization

The Redeveloper represents and warrants that it is qualified to do business in the State of Illinois and has power to enter into and by proper action have been duly authorized to execute and deliver this Agreement.

B. Non-Conflict or Breach

The Redeveloper represents and warrants that the execution and delivery of this

Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, do not conflict with or result in a breach of any of the terms, conditions, or provisions of any restrictions, agreement or instrument to which it is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Site or upon any assets of it under the terms of any instrument or agreement to which it is now a party or by which it is bound.

C. Restriction on Redevelopment Assistance Funds

None of the funds will be used to provide working capital for the Redeveloper within the meaning of Section 103(b) of the Internal Revenue Code and the Regulations promulgated thereunder.

D. Non-Impairment of Federal Income Tax Exemption

The Redeveloper will not cause the funds to be utilized in such a manner as to, or take any action which would impair the exemption from federal income taxation of the interest on outstanding bonds, issued, or to be issued by the City.

E. Certifications

The Redeveloper certifies that no person directly associated with the Project has been convicted of a felony, or, if so convicted, at least five years have passed since completion of sentence as of the effective date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the Redeveloper. 30 ILCS 500/50-10.

The Redeveloper certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the Redeveloper has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid contract. The Redeveloper acknowledges that the City shall declare this Agreement void if this certification is false.

The Redeveloper certifies that they are not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If Redeveloper has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and are in compliance with that agreement, Redeveloper shall so state.

SECTION 6: ADDITIONAL COVENANTS OF THE REDEVELOPER

A. Redeveloper's Existence; Operation of the Site

The Redeveloper and its successors and assigns will at all times operate or continue the operation of the Site so that it constitutes a "redevelopment project" within the meaning of the Act and in accordance with the Central Area Tax Increment Redevelopment Plan.

B. Indemnification Covenants

The Redeveloper agrees for themselves, successors and assigns, to indemnify defend and hold the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation, arising (i) from the conduct or management of, or from any work or thing done on, or any work or activity connected to the Site; (ii) any breach or default on the part of the Redeveloper or its successors or assigns in the performance of any of its obligations under or in respect of this Agreement; (iii) any act or omission, including negligence, of the Redeveloper or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Redeveloper or its successors or assigns of any laws, statutes, easements, conditions, restrictions, building regulations, zoning ordinances, environmental statutes and regulations or land use regulations affecting the Site or the Project; (v) any act or omission, including negligence, of any assignee, lessee or sublessee of the Redeveloper, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sublessee of the Redeveloper; (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Redeveloper or any part of the Site; or (vii) any performance by the City of any act requested by the Redeveloper or its successors and assigns other than willful misconduct of the City. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Redeveloper.

C. Fees

The Redeveloper will pay and keep current all City fees in the nature of sewer user fees, permit fees and the like, that may from time to time apply to the Site, provided, however, said party may, after giving notice to the City, and after posting bond or other security satisfactory to the City in its reasonable judgment, at its own expense, contest in good faith such fees in which event it may permit such fees to remain unpaid during the period of such contest and any appeal therefrom.

D. Use Maintenance

Redeveloper will use the Site consistent with the Plan. The Redeveloper shall also maintain the Project as provided herein.

E. Taxes

During the existence of the Tax Increment Financing District, the Redeveloper will not protest any real estate assessments or real estate taxes on the Site without the express written consent of the Mayor or their designee. It is expressly intended that the covenant made in this Section shall be a covenant remaining with the land for the benefit of and enforceable by the city.

F. Participate in Hearing

The Redeveloper will participate in any public hearing(s) necessary for the implementation of the Plan as related to this Project.

G. Payment of Taxes

During the term of this Agreement, the Redeveloper shall promptly pay all real estate taxes and sales taxes.

H. Record Memorandum

The Redeveloper will execute a memorandum of this Agreement to be recorded in the records of the Office of the Recorder of Deeds, Sangamon, County, Illinois, indicating in substance that the Site is subject to the terms and conditions of this Agreement.

I. Conveyances

1. The Redeveloper will not transfer or assign all or any part of its interest, except for collateral purposes when and if required by Redeveloper's commercial lender, in this Agreement without the express written consent of the City's mayor or his/her designee, such consent shall not be unreasonably withheld.

2. During the existence of the Tax Increment Financing District, the Redeveloper agrees that all conveyances shall be to persons and/or legal entities, which are not exempt from ad valorem taxes levied against taxable real property located at the Site.

J. Insurance

The Redeveloper agrees to maintain all necessary insurance with respect to the site in sufficient amount to protect both the interests of the City and Redeveloper to and on the site. Redeveloper and his insurer shall weigh the risks and determine an amount sufficient to meet this obligation.

K. Maintenance and Repair

The Redeveloper agrees that it shall keep, maintain and repair in good fashion the improvements to be constructed on the Site.

L. No Damages for Delay

The Redeveloper agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Project as provided herein.

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

The Redeveloper shall cause the Project to be commenced and to be completed with due diligence and in good faith, and without delay. Redeveloper shall cause the Project to be completed in a good and workmanlike manner in accordance with, and in all respects compliant with, all applicable laws, rules, permits, requirements, and regulations of any governmental agency or authorities having or exercising jurisdiction over the Site including all environmental statutes and regulations.

B. Contract Prohibitions

Unless otherwise previously agreed by the City in writing, all contracts let by Redeveloper or Redeveloper contractor in connection with the Project shall contain a prohibition against any material change in the plans without the Office of Planning and Economic Development's prior written consent being had thereto, which consent shall not be unreasonably withheld.

SECTION 8: LIABILITY INSURANCE

Prior to any disbursement from the TIF Assistance, Redeveloper or Redeveloper's contractor shall procure and deliver to the City and shall maintain in full force and effect until each and every one of the obligations of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, demolition and/or rehabilitation, contractor's liability insurance under the comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence and Five Million Dollars (\$5,000,000) total, and worker's compensation insurance with employer's liability coverage, all such policies to be in such form and issued by such companies as shall have been approved in writing by City (which approval shall not be unreasonably withheld) to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Site or the demolition and site preparation work, the improvements or the construction and improvements thereof. Each such policy shall contain an affirmative statement by the issuer to give written notice to City at least thirty (30) days prior to any cancellation or amendment of its policy and shall name the City as an additional insured.

SECTION 9: RIGHTS OF INSPECTION: AGENCY

The City or its designee shall have the right at any time and from time to time during business hours upon prior reasonable notice to enter upon the Site for the purposes of inspection provided that the City and its agents shall not interfere with the Project and shall abide by the rules of the Redeveloper or its contractor or subcontractors for the protection of workers or visitors, and to ensure compliance with applicable laws. If the City, in its reasonable judgment, determines that any work and materials are not in conformity with the Plans as the same were theretofore approved in writing by City, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or not otherwise in conformity with sound building practice, City shall promptly notify Redeveloper in writing of same and the Redeveloper shall cause such deficiency to be corrected.

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

The following shall constitute Events of Defaults with respect to this Agreement:

1. Representations

If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to another party hereto pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Breach

Default in the performance or breach of any covenant, warranty or obligation of a party in this Agreement or in any other instrument executed by the Redeveloper to the benefit of City and continuance of such default or breach for a period of thirty (30) days after another party hereto has given written notice thereof to such defaulting party hereto unless the other parties hereto shall agree to an extension of such time; or

3. Involuntary Bankruptcy

The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of a party hereto in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of a party hereto for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

4. Voluntary Bankruptcy

The commencement by a party hereto of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by an such entity of any assignment for the benefit of creditors or the failure of the Redeveloper in furtherance of any of the foregoing.

B. Remedies on Default

1. Specific Performance or Damages

Upon the occurrence of any Event of Default, the City may institute such proceedings as

may be necessary or desirable at its option to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the Redeveloper in default or breach of its obligations. Redeveloper hereby waives any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

2. Restore Positions

In case any party hereto shall have proceeded to enforce its right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the said moving party, then and in every such cause the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceeding have been taken.

C. Agreement to Pay Attorney's Fees and Expenses

In the event Redeveloper should default under any of the provisions of this Agreement and City incurs expenses for the collection of payments due under this Agreement or the enforcement of any obligation under this Agreement, the Redeveloper agrees that the City will be entitled to attorney fees and it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

D. Non-Payment of Real Estate Taxes or Sales Taxes

In the event that real estate taxes or sales and use taxes owed by the Redeveloper is not paid within thirty (30) days from the date that said taxes are due and owing during the term of this Agreement, the City, may, at its option, (a) make payment to the special tax allocation fund pertaining to the Redevelopment Project Area in which the Site is located a sum in the amount equal to the sum which the special tax allocation fund would have received from the real property taxes or sales and use taxes had the real estate taxes or sales and use taxes been paid, or (b) make payment of the real property taxes due and owing on the Site. The amounts so advanced by the City shall be immediately due and owing from the Redeveloper to the City and shall bear interest from the date of payment at the rate of local prime as stated by Bank of Springfield on a per annum basis until paid. The City shall have a lien against the Site for all amounts paid together with interest and all expenses incurred in the recovery of said amounts. The City may bring such actions as it may deem appropriate to enforce payment and/or foreclose the lien against the Site.

SECTION 11: OTHER RIGHTS AND REMEDIES OF CITY: NO WAIVER BY DELAY

A. No Waiver by Delay

Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its right under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party shall be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by either Party hereto with respect to any specific default under this Section be considered or treated as a waiver of the rights of that Party, with respect to any other

defaults under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing.

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of forced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

B. Rights and Remedies Cumulative

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

SECTION 12: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

SECTION 13: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agree that during the completion of work provided for in this agreement that the following will apply:

A. Non-Discrimination

The Redeveloper and its contractor and subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin. The Redeveloper and its contractor and subcontractors shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or natural origin. Such action shall include but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, the Redeveloper and/or its contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non- discrimination clause.

B. Advertising

The Redeveloper and its contractor and subcontractors shall in all solicitation or advertisements for employees placed by or on behalf of the Redeveloper or its contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin.

C. Non-Compliance

In the event of the Redeveloper non-compliance with the non-discrimination clause of this Section, the City may cancel, terminate or suspend this Agreement in whole or in part.

D. Mandatory Inclusions of Provisions

The Redeveloper shall include the provisions of Subsections "A" and "B" of this Section in every contract or purchase order, and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

SECTION 14: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of references only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 15: CONFLICT OF INTEREST

Unless otherwise specifically authorized by the City Council, no member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any

contract or subcontract or the proceeds thereof, with the respect to which this Agreement shall apply.

SECTION 16: DRAFTS NOT OFFER

No draft of or negotiations regarding this Agreement shall be construed to constitute an offer any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

SECTION 17: SEVERABILITY

If any provisions of this Agreement are found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

SECTION 18: WRITTEN AMENDMENT REQUIRED: ENTIRE AGREEMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement and the Exhibit (s) hereto contain the entire agreement between the parties.

SECTION 19: NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to City to: Office of Planning and Economic Development
800 East Monroe Street, Room 107
Springfield, Illinois 62701

With a copy to: City's Corporation Counsel at:
Office of Corporation Counsel Room 313 Municipal Center
East 800 East Monroe Street Springfield, Illinois 62701

If to Redeveloper: LEXAH INC
Attention: Martin Haxel
217 E. Laurel Street
Springfield, IL 62701

Any party may add additional addresses or changes its address for purposes of receipt of any such communication by giving five (5) days written notice of such change to the other parties in the manner prescribed in this Article.

SECTION 20: BINDING EFFECT

The covenants, conditions, representations, warranties and agreements contained in this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 21: GOVERNING LAW

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

SECTION 22: COUNTERPARTS

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

ATTEST:

CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation

City Clerk

By: _____
Misty Buscher, Mayor 

[Remainder of Page Intentionally Left Blank]

REDEVELOPER:

LEXAH INC

By: _____

Martin Haxel/Laurie Haxel

Its: _____

STATE OF ILLINOIS)

)

COUNTY OF SANGAMON)

On this _____ day of _____, 2025, before me personally appeared _____, known to me to be the person who executed the above and foregoing TIF Agreement and who this day represented to me that he is duly authorized to execute this Redevelopment Agreement and executed this TIF Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.

Notary Public

ORDINANCE FACT SHEET

DATE OF 1st READING: December 17, 2024

CONTACT PERSON: Val Yazell

OFFICE REQUESTING: OPED

PHONE NUMBER: 217-789-2377

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

FISCAL IMPACT:

~~\$1,500,000~~ 1,455,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH LEXAH INC. FOR FINANCIAL ASSISTANCE FOR THE PROPERTY LOCATED AT 322 EAST ADAMS STREET UTILIZING CENTRAL AREA TAX INCREMENT FINANCE FUNDS (cont, below)

CONTRACTOR / VENDOR NAME: Lexah Inc.

VENDOR NO: _____

CONTRACT TERM: 12 months

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT:

~~\$1,500,000~~ 1,455,000.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	084	111	DEVL	SPAL	2110
2					
3					
4					

1,455,000.00

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

redevelopment agreement

STAFF ANALYSIS

THROUGH THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT FOR AN AMOUNT NOT TO EXCEED \$1,500,000

Work is to be completed on 322 E. Adams, the old savings and loan bank building. This project will complete various work on both the first and second floor, and basement of the building to prepare it for retail and commercial tenants. See attached full scope of work. The total price for the scope of work is \$3,000,000.00. The TIF request is \$1,500,000 (50% of project costs)

48.56
1,455,000.00
GEM
1-16-25

FUNDS CHECK BY: Courtney Heinzl

Digitally signed by Courtney Heinzl
Date: 2024.12.11 16:00:11 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: Yazell, Valera

Digitally signed by Yazell, Valera
Date: 2024.12.11 14:35:59 -06'00'

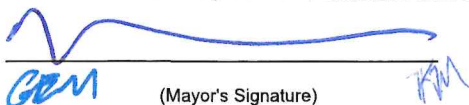
Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.12.11 14:54:29 -06'00'

Date: _____

SIGN OFF:


(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2024.12.12 11:27:36 -06'00'

(Director of OBM)

2025-036

The information supplied on this form is not confidential information.