

AN ORDINANCE AUTHORIZING AN ADDENDUM TO A PROFESSIONAL
SERVICE AGREEMENT WITH MIKE CANAVAN FOR EMPLOYEE TRAINING,
SOFTWARE MAINTENANCE, ASSISTANCE WITH THE ERP UPGRADE AND
AUTHORIZING ADDITIONAL FUNDING FOR SAID ADDENDUM IN AN AMOUNT
OF \$24,000.00 FOR A TOTAL AMOUNT PAYABLE NOT TO EXCEED \$48,000.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the Office of Budget and Management previously approved a Professional Service Agreement (OBM NB25-172U) with Mike Canavan to provide employee training and software maintenance, within the Office of Public Utilities and the Office of Budget and Management for the number of hours not to exceed 300 and in an amount not to exceed \$24,000.00, and

WHEREAS, there continues to be the need for Mr. Canavan's assistance with employee training, software maintenance, and assistance associated with the ERP upgrade, and

WHEREAS, This Ordinance authorizes Addendum I to the contract and authorizes additional funding. It will increase the number of hours not to exceed 600 and increase the funding for this agreement by \$24,000.00, for a total amount not to exceed \$48,000.00.

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 Addendum I to the agreement and the additional expenditure in an amount not to exceed Twenty-Four Thousand Dollars and No Cents (\$24,000.00) for a Professional Service Agreement with Mike Canavan to provide assistance with employee training, software maintenance, and assistance associated with the ERP upgrade within the Office of Public Utilities and the Office of Budget and Management.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said contract addendum and funding increase.

Section 3. The payment to Mike Canavan for the total maximum amount of Forty-Eight Thousand Dollars and No Cents (\$48,000.00) from Account Nos. 101-300-KB-6278-1215 and 102-300-KB-7881-1215 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

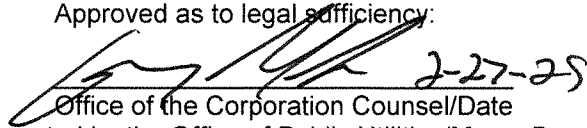
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 2-27-25
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: Mike Canavan
CONTRACT AMOUNT: \$24,000.00 / Grand total \$48,000.00
TYPE OF AWARD: Professional Contract – extension (addendum) & additional funding

PRIOR ORDINANCE INFORMATION:

OBM Fact Sheet, NB25-172U, Mike Canavan, 300 hours, \$24,000.00, Professional Service Agreement, Approved 7/18/24.

INFORMATION:

This Ordinance authorizes Addendum I to a contract and additional funding in an amount not to exceed \$24,000.00 with Mike Canavan to provide assistance with employee training, software maintenance, and assistance associated with the ERP upgrade within the Office of Public Utilities and the Office of Budget and Management for a grand total not to exceed \$48,000.00.

Previously, an OBM (contract number NB25-172U) authorized a professional service agreement with Mr. Canavan in the amount not to exceed \$24,000.00 for 300 hours or less. This Ordinance will increase the number of hours not to exceed 600 hours and increase the agreement by \$24,000.00 for a total amount not to exceed \$48,000.00.

Mr. Canavan is the former ERP Manager with over twenty-eight years of experience with the City of Springfield. He retired from the ISD Department in January 2024.

ADDENDUM I
TO
CONTRACTUAL SERVICES AGREEMENT WITH MIKE CANAVAN

The City of Springfield, Illinois ("City") and Mike Canavan ("Contractor"), pursuant to the Contractual Services Agreement executed August 05, 2024 (the "Agreement"), agree to change the following provision:

SECTION III

Contract Price

The City shall pay Contractor at the rate of \$80.00 per hour for actual hours worked with a limit of ~~\$24,000.00~~ \$48,000.00 (600 hours) total during the contract period for the services. For convenience only, the City shall pay Contractor on a biweekly basis for hours worked during the preceding two week period. All hours worked must be invoiced by Contractor and submitted to the Finance Director of the Office of Public Utilities of the City of Springfield for approval prior to payment. This Agreement does not authorize an expenditure of City funds in excess of ~~\$24,000.00~~ \$48,000.00 (600 hours) unless the City Council or the Director of Office of Budget and Management, as required by the 1988 City of Springfield Code of Ordinances, as amended, specifically approves an additional expenditure. Contractor agrees and acknowledges that absent such prior approval he proceeds at his own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council or Director as required.

All other terms and conditions of the Agreement remain unchanged and unaffected.

This Addendum I is only a revision and not a novation. Except as provided herein, all of the terms and conditions of the Agreement shall remain in full effect.

In witness whereof, the parties hereunto set their hands and seals, on the day and in the year written below.

CITY OF SPRINGFIELD, ILLINOIS

Misty Buscher, Mayor

GEM

Date


Mike Canavan

2-17-2025
Date

2025-098

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



ORIGINATOR: Jaime Shobe	DATE: 7/18/24
OFFICE REQUESTING: Office of Public Utilities	CONTACT PERSON: Michelle Carlisle
TYPE OF CONTRACT: Professional Service	PHONE NUMBER: 789-2116 x2626
CONTRACT INDEX #: NB25-1724	FISCAL IMPACT: 24,000.00

DESCRIPTION / JUSTIFICATION:

Professional Service Agreement with former employee - will provide employee training and software maintenance for the Office of Public Utilities and the Office of Budget and Management. Mike retired on 7/1/2024.

PLEASE LIST SUPPORTING DOCUMENTATION (I.E. CONTRACT, AGREEMENT, CHANGE ORDER, BID BOOK, ETC.)

PS Agreement

CONTRACTOR / VENDOR NAME: Mike Canavan		VENDOR NO:
CONTRACT TERM: August 5, 2024 less than 301 hours		CHANGE IN SCOPE: ☐ YES ☒ NO
CONTRACT AMOUNT:\$ \$24,000.00		ADDITIONAL AMOUNT: ☐
METHOD OF PURCHASE		
☐ LOW BID	☐ SOLE SOURCE	PREVIOUS ORDINANCE #s
☐ 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	ACTIVITY
101	300	KB	6278
102	300	KB	7881

DEPARTMENT DIRECTOR:	DATE
FUNDS CHECKED BY:	DATE
CITY PURCHASING AGENT:	DATE
OBM DIRECTOR:	DATE

COMMODITY CODE:

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

Carlisle, Michelle

From: Capranica, Dakota
Sent: Thursday, July 18, 2024 3:02 PM
To: Carlisle, Michelle; Kerfoot, Benjamin R.; Cavanaugh, Rachel H.
Subject: RE: Review / Approval - CWLP OBM - M. Canavan #1696
Attachments: 1696.pdf

Approved

Douglas A. Brown, P.E. | Financial Analyst
City Water Light and Power
City of Springfield | Municipal Center East, 800 E. Monroe Street, Springfield, IL 62701
217-789-2116 ext. 2638 | Email: Dakota.Capranica@cwlp.com

From: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
Sent: Thursday, July 18, 2024 2:57 PM
To: Kerfoot, Benjamin R. <Benjamin.Kerfoot@cwlp.com>; Capranica, Dakota <Dakota.Capranica@cwlp.com>; Cavanaugh, Rachel H. <Rachel.Cavanaugh@cwlp.com>
Subject: Review / Approval - CWLP OBM - M. Canavan #1696

For your review.

From: Brown, Doug <Doug.Brown@cwlp.com>
Sent: Thursday, July 18, 2024 2:28 PM
To: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
Subject: FW: CWLP work agreement

I approve.

Regards, Doug

Douglas A. Brown, P.E. | Chief Utility Engineer
City Water Light and Power
City of Springfield | Municipal Center East, 800 E. Monroe Street, Springfield, IL 62701
217-789-2116 ext. 2659

THE ABOVE MESSAGE, INCLUDING ANY ATTACHMENTS, IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND PROHIBITED FROM DISCLOSURE UNDER APPLICABLE LAW. YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVE THIS E-MAIL IN ERROR, RETURN TO THE E-MAIL ADDRESS LISTED ABOVE.

From: Shobe, Jaime <Jaime.Shobe@cwlp.com>
Sent: Thursday, July 18, 2024 2:23 PM
To: Brown, Doug <Doug.Brown@cwlp.com>
Subject: FW: CWLP work agreement

Do you want more/different detail in the description section?

Jay has some money we can shift around, but at \$24K my group can carry the bill if necessary.

COPY

2025-098

COPY



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

MEMORANDUM

TO: Michelle Carlisle

FROM: Anthony Quinones – Central Purchasing

DATE: July 19, 2024

SUBJECT: Professional Services Determination

I have reviewed the OBM Fact Sheet to Mike Canavan for PSA - Employee Training and Software Maintenance for OBM and CWLP in an amount not to exceed \$24,000.00 for CWLP – Office of Public Utilities.

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.

CONTRACTUAL SERVICES AGREEMENT

THIS CONTRACTUAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of August 5, 2024 or on such date mutually agreed upon by the parties, by and between the CITY OF SPRINGFIELD, ILLINOIS, a municipal corporation (the "City"), and Mike Canavan ("Contractor").

WITNESSETH:

WHEREAS, the City desires to obtain contractual services of Contractor for work within the Office of Public Utilities, known as City Water Light & Power or CWLP utilizing Contractor's knowledge of Information Technology resources and office operations for the City of Springfield Office of Public Utilities, CWLP to assist in department tasks, plans, training and provide updates and recommendations to the Department and the Mayor and work on any assigned projects; and

WHEREAS, the City's 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, Contractor possesses the necessary experience, qualifications, and expertise to provide the Services, as defined below, and is ready, willing and able to provide the Services to the City

NOW, THEREFORE, in consideration of the aforesaid premises and the mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

SECTION I

Scope of Services

Contractor will provide employee training, management consulting services and, as needed, work on any assigned fiscal resources project. Contractor will provide the services at times mutually agreed to between Contractor and the Mayor of the City of Springfield or her Designee. All Services will be provided at the Office of Public Utilities, Municipal Center East and West, 300 South 7th Street, Springfield, Illinois, or at an alternative location designated by the Mayor of the City of Springfield.

SECTION II

Term

This Agreement shall commence on August 5, 2024, and shall end upon written notice by City but in no event longer than 300 contract hours. Notwithstanding the foregoing, any provision of this Agreement that imposes or contemplates continuing obligations on Contractor will survive the expiration or termination of this Agreement irrespective of whether this statement is repeated. Either party may terminate this agreement upon seven (7) days written notice.

SECTION III

Contract Price

The City shall pay Contractor at the rate of \$80.00 per hour for actual hours worked with a limit of \$24,000.00 total during the contract period for the Services. For convenience only, the City shall pay Contractor on a biweekly basis for hours worked during the preceding two week period. All hours worked must be invoiced by Contractor and submitted to the Finance Director of the Office of Public Utilities of the City of Springfield for approval prior to payment. This Agreement does not authorize an expenditure of City funds in excess of \$24,000 unless the City Council or the Director of Office of Budget and Management, as required by the 1988 City of Springfield Code of Ordinances, as amended, specifically approves an additional expenditure. Contractor agrees and acknowledges that absent such prior approval he proceeds at his own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council or Director as required.

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It is expressly understood by Contractor that she shall be responsible for payment of all expenses incidental to the performance of the Services including but not limited to travel and cellular phone expenses. Contractor shall obtain and keep in full force, and at his expense, those occupational licenses, if any, necessary to perform the Services and shall otherwise meet all local, state and federal requirements, including payment of all fees and taxes required to perform such Services. Contractor shall also be responsible for payment of all employment taxes for Contractor and his employees, if any, under the law, and the City shall not withhold from Contractor's fees any amount for federal or state income taxes, FICA, or any other employment taxes or legal deductions, all of which Contractor agrees are Contractor's sole responsibility. The City shall not make premium payments or contributions for any worker's compensation or unemployment compensation benefits for Contractor or his employees, if any, payment of which shall be Contractor's sole responsibility. Contractor agrees to indemnify and hold harmless the City for his failure to pay any such employment taxes, premium payments or contributions under this Agreement and all prior contractual services agreements between City and Contractor. This paragraph shall survive expiration or termination of this Agreement.

SECTION IV Compliance with Law

Contractor shall comply with all applicable local, state, and federal laws and regulations while performing the Services.

SECTION V Relationship

The performance of Contractor's services hereunder shall be in the capacity of an independent contractor and not an officer, agent, partner, or employee of, or joint venture with, the City. Contractor and his employees, if any, shall not be deemed and shall not hold themselves out to be the City's employees, agents, or servants. Contractor shall have no right, power, or authority to create any contract or obligation on behalf of, or binding upon, the City without the City's prior written consent.

The City shall not have and shall not exercise primary control or discretion over the manner or methods by which Contractor performs his duties under this Agreement; however, Contractor agrees to perform the services at all times in accordance with the standards and practices established by the City, and Contractor agrees to comply with all federal, state and local laws, codes, and regulations.

Contractor hereby acknowledges that she: (i) has no personal or financial interest in the Services other than the fee he is to receive under this Agreement; (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services; and (iii) does not and will not employ or engage any person with a personal or financial interest in any part of the Services.

It is further understood by the parties that Contractor and his employees, if any, are not "employees" of the City within the meaning of the Illinois Municipal Retirement System requirements.

It is also understood by the parties that Contractor and his employees, if any, are not "employees" of the City within the meaning of Chapter 36 of the 1988 City Code of Ordinances, as amended, pertaining to "Employment Policies" and such policies and benefits thereunder do not pertain to Contractor or his employees, if any.

SECTION VI Records

Contractor agrees to keep and maintain proper books of record and supporting documentation to verify the compensation received and the fulfillment of all applicable requirements herein. These books and documents shall be available at all reasonable times for examination by the City with respect to the Services.

SECTION VII

2

Ownership and Confidentiality of Documents

All documents, reports, data and other material collected or prepared by Contractor pursuant to this Agreement, both originals and copies, shall be the property of the City. All such documents, reports and materials collected or prepared by Contractor, including any as may have been furnished to Contractor by the City or any member thereof, shall be confidential and shall not be used by Contractor or made available to any other entity or person except upon the prior written consent of the City or except as may be necessary to perform the Services or as required under the law.

SECTION VIII Applicable Law

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

SECTION IX Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted three (3) days after their deposit in the United States mail, postage prepaid.

If to City: City of Springfield CWL/P Finance Director 4 th Floor 800 E. Monroe Street Springfield, Illinois 62701	If to Contractor: Mike Canavan 6940 Fringetree Way Springfield, IL 62712
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SECTION X Notices

1. This Agreement is not intended to benefit any third party.
2. The City expressly reserves the right to engage the services of any other contractor at all times.
3. This Agreement shall not be assigned by either party without the prior written consent of the other party. No part of the Services shall be subcontracted without written approval of the City.
4. It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law.
5. Time is of the essence of this Agreement.
6. No waiver by the City at any time of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or other terms or conditions or of any timely performance of such terms and conditions.
7. Contractor certifies that he (i) is not barred from bidding on any contract offered for bid by

3

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the State of Illinois or any unit of local government as a result of a conviction for violating Section 31E-3 or 33E-4 of the Illinois Criminal Code, (ii) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; (iii) provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1, et seq.; and (iv) will comply with the nondiscrimination provisions of all applicable laws, including Chapter 93 of the 1988 City of the City Code of Ordinances, as amended

SECTION XI
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 contains the entire agreement between the parties hereto regarding the subject matter hereof, and supersedes any and all prior agreements, understandings, representations and discussions between the parties.

Any provision of this Agreement held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the date first written above.

CITY OF SPRINGFIELD, ILLINOIS, a
Municipal Corporation


Mike Canavan

By: 
Ramona Metzger, Director
Office of Budget & Management

COPY

ORDINANCE FACT SHEET

DATE OF 1st READING: 03-04-25

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: \$24,000.00

SUGGESTED TITLE: Authorize agreement / for (services) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Mike Canavan

VENDOR NO: VC00000002946

CONTRACT TERM: 300 additional hours Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$24,000.00 - \$24,000.00
(Original amount if change order) ~~Change Order #~~ Additional Amount

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☒ Exception: Prof. Serv.
☐ Low Evaluated Bid Code Provision: 38.42

Previous Ord #'s (OBM #NB25-172U)

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	KB	6278	1215	3,600.00
2	102	300	KB	7881	1215	20,400.00
3						
4						

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

Addendum 1, OBM Fact Sheet NB25-172U

STAFF ANALYSIS

Increase to OBM Fact Sheet NB25-172U - Professional Service Agreement with former employee to provide employee training, software maintenance & assistance associated with the ERP upgrade for CWLP & OBM Departments.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H.
Date: 2025.02.14 09:39:24 -06'00'

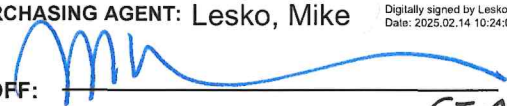
Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2025.02.14 09:32:42 -06'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2025.02.14 10:24:00 -06'00'

Date: _____

SIGN OFF: 

(Mayor's Signature)

GEM

Metzger, Ramona M. Digitally signed by Metzger, Ramona M.
Date: 2025.02.20 11:00:43 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-098

AN ORDINANCE AUTHORIZING THE PURCHASE OF REPLACEMENT PARTS
TO REBUILD THE BOILER FEED PUMP RECIRCULATING VALVES FROM IMI
CRITICAL ENGINEERING LLC IN AN AMOUNT NOT TO EXCEED \$103,514.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of replacement parts to rebuild the boiler feed pump recirculating valves from IMI Critical Engineering LLC ("IMI"), and

WHEREAS, the current valves have experienced excessive wear and are in need of repair. These replacement parts are essential components for the proper operation of the boiler system and need to be on hand for the next scheduled planned outage, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of replacement parts to rebuild the boiler feed pump recirculating valves from IMI in an amount not to exceed One Hundred Three Thousand Five Hundred Fourteen Dollars and No Cents (\$103,514.00).

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

Section 3. The payment to IMI for the total maximum amount of One Hundred Three Thousand Five Hundred Fourteen Dollars and No Cents (\$103,514.00) from Account No. 102-100-CAM-7711-1403 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

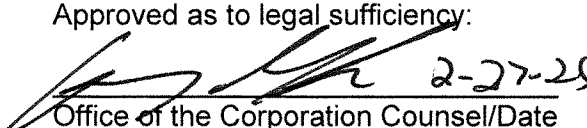
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 2-27-25
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: IMI Critical Engineering LLC

CONTRACT AMOUNT: \$103,514.00

TYPE OF AWARD: Sole Source / OEM

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance approves the purchase of replacement parts to rebuild the boiler feed pump recirculating valves from IMI Critical Engineering LLC ("IMI") in an amount not to exceed \$103,514.00.

These parts are necessary to rebuild the Boiler Feed Pump recirculating valves, which are essential components for the proper operation of the boiler system. These valves must be fully operational whenever the system is online. Both valves have experienced excessive wear and are in need of repair. According to the OEM manual, these valves require rebuilding and inspection as part of the recommended service schedule. Once the required parts have been procured, repairs will be scheduled during the next planned outage to ensure minimal disruption to system operations.

IMI is the OEM for the valves. They are not a local vendor.



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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: February 17, 2025

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet with IMI Critical Engineering for the purchase of parts to rebuild the Unit 4 Boiler Feed Pump Recirculating Values for the Office of Public Utilities.

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

Quote Date: 11-Feb-2025
Quote Number: Q-250129-142920-6-1



Attention of: Mike Daugherty
City Water Light and Power
Customer Reference: EMAIL RFQ
Plant: DALLMAN GEN STATION

IMI Critical Engineering LLC
22591 Avenida Empresa,
Rancho Santa Margarita,
92688,
California
Company Reg: 95-3653131
GST/VAT:

Dear Mike Daugherty,

Thank you for the opportunity to be of service to you. Please find enclosed our quote, subject to the terms and conditions specified in the commercial terms section.

QUOTATION SUMMARY

Scope of Supply
Commercial Terms

Regards,
Gary Trinidad

Your IMI Representative:
Eric Mueske - Outside Sales – Aftermarket
Work:
Mobile: +1 9202135825
Email: eric.mueske@imi-critical.com

Your IMI Factory Contact:
Gary Trinidad -
Work:
Mobile:
Email: gary.trinidad@imi-critical.com

Breakthrough
engineering for
a better world

2025-099

IMI Critical Engineering LLC
22591 Avenida Empresa,
Rancho Santa Margarita,
92688,
California
Company Registration ID-95-3653131



SCOPE OF SUPPLY

This document contains proprietary information with all rights and titles reserved and may not be reproduced, disclosed, or used in whole or part without written authorization from IMI. Our quote considers the following:

Our quote considers the following:

No	Part No & Description	Serial No	Drawing No & Position	Lead Time (Wks)	QTY	Unit Price	Total Price
10	202109-10-SOFT Soft goods for 202109-10	103365-100-1	202109-10	10	1	\$1,031.00	\$1,031.00
20	021303001 SEAL,MS,6,5.37,1.85,4130/42	103365-100-1	202109-10	10	1	\$1,692.00	\$1,692.00
30	120706038 GUIDE-BUSHING,2.5,3.6,,8,410	103365-100-1	202109-10	12	1	\$2,040.00	\$2,040.00
40	33000 ACT SOFT GOODS,SC/VND320	103365-100-1	202109-10	10	1	\$1,256.00	\$1,256.00
50	728701816 STK,MS,E,2.5,4.5,5.88,O,C,410	103365-100-1	202109-10	12	1	\$23,766.00	\$23,766.00
60	524103010 PLUG-ASSY,2.5,1,4.5,PSR,N,NS	103365-100-1	202109-10	14	1	\$12,728.00	\$12,728.00

Breakthrough
engineering for
a better world

IMI Critical Engineering LLC
22591 Avenida Empresa,
Rancho Santa Margarita,
92688,
California
Company Registration ID-95-3653131

2025-099

Quote Date: 11-Feb-2025
Quote Number: Q-250129-142920-6-1



No	Part No & Description	Serial No	Drawing No & Position	Lead Time (Wks)	QTY	Unit Price	Total Price
70	723803603 WLD,SEAT-RING,2,5,5,9,TRGT,316	103365-100-1	202109-10	12	1	\$9,244.00	\$9,244.00

Total Net Price \$51,757.00

Additional Information:

Breakthrough
engineering for
a better world

IMI Critical Engineering LLC
22591 Avenida Empresa,
Rancho Santa Margarita,
92688,
California
Company Registration ID-95-3653131

2025-099



COMMERCIAL TERMS

- | | |
|--|--|
| 1. Quote Validity | Quote valid until - 13-Mar-2025 |
| 2. Quote Currency | USD |
| 3. Price | Prices specified are net prices excluding all taxes and duties.

This quote is contingent upon items and quantities stated being ordered together. IMI Critical Engineering reserves the right to otherwise modify the quote accordingly, including but not limited to price, payment terms and delivery time. |
| 4. Minimum Order Value | USD 2500 |
| 5. Delivery By | IMI Critical Engineering LLC
22591 Avenida Empresa,

Rancho Santa Margarita,

92688,

California |
| 6. Invoice By | IMI Critical Engineering LLC
22591 Avenida Empresa,

Rancho Santa Margarita,

92688,

California |
| 7. Incoterms | FCA - Free Carrier RSM, CA |
| 8. Payment Terms | Due for payment within 30 days from date of invoice. |
| 9. Warranty | |
| 10. Delivery Time | 14 weeks from date of IMI's order acknowledgement. Order acknowledgement shall be issued within 3 working days of receipt of technical and commercial confirmation and the customer purchase order. |
| 11. Additional Terms & Conditions | Save where expressly stated otherwise herein, this quote is subject to the terms and conditions stated below:

Standard Terms and Conditions of Sale for Goods and Services (rev.1 March 2022) |

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Quote Date: 11-Feb-2025
Quote Number: Q-250211-174022-1-0



Attention of: Mike Daugherty
City Water Light and Power
Customer Reference: EMAIL RFQ
Plant: DALLMAN GEN STATION

IMI Critical Engineering LLC
22591 Avenida Empresa,
Rancho Santa Margarita,
92688,
California
Company Reg: 95-3653131
GST/VAT:

Dear Mike Daugherty,

Thank you for the opportunity to be of service to you. Please find enclosed our quote, subject to the terms and conditions specified in the commercial terms section.

QUOTATION SUMMARY

Scope of Supply
Commercial Terms

Regards,
Gary Trinidad

Your IMI Representative:
Eric Mueske - Outside Sales – Aftermarket
Work:
Mobile: +1 9202135825
Email: eric.mueske@imi-critical.com

Your IMI Factory Contact:
Gary Trinidad -
Work:
Mobile:
Email: gary.trinidad@imi-critical.com

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SCOPE OF SUPPLY

This document contains proprietary information with all rights and titles reserved and may not be reproduced, disclosed, or used in whole or part without written authorization from IMI. Our quote considers the following:

Our quote considers the following:

No	Part No & Description	Serial No	Drawing No & Position	Lead Time (Wks)	QTY	Unit Price	Total Price
10	202109-10-SOFT Soft goods for 202109-10	103365-100-2	202109-10	10	1	\$1,031.00	\$1,031.00
20	021303001 SEAL,MS,6,5.37,1.85,4130/42	103365-100-2	202109-10	10	1	\$1,692.00	\$1,692.00
30	120706038 GUIDE-BUSHING,2.5,3.6,.8,410	103365-100-2	202109-10	12	1	\$2,040.00	\$2,040.00
40	33000 ACT SOFT GOODS,SC/VND320	103365-100-2	202109-10	10	1	\$1,256.00	\$1,256.00
50	728701816 STK,MS,E,2.5,4.5,5.88,O,C,410	103365-100-2	202109-10	12	1	\$23,766.00	\$23,766.00
60	524103010 PLUG-ASSY,2.5,1,4.5,PSR,N,NS	103365-100-2	202109-10	14	1	\$12,728.00	\$12,728.00

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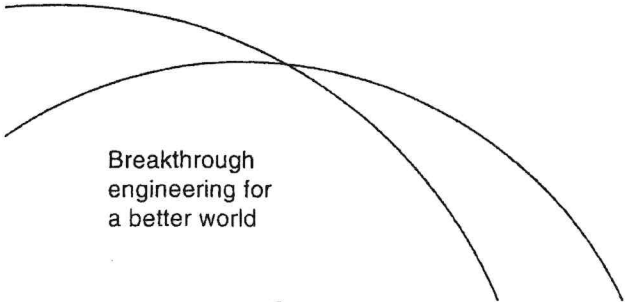
Quote Date: 11-Feb-2025
Quote Number: Q-250211-174022-1-0



No	Part No & Description	Serial No	Drawing No & Position	Lead Time (Wks)	QTY	Unit Price	Total Price
70	723803603 WLD,SEAT-RING,2.5,5.9,TRGT,316	103365-100-2	202109-10	12	1	\$9,244.00	\$9,244.00

Total Net Price \$51,757.00

Additional Information:



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22591 Avenida Empresa,

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92688,

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IMI CRITICAL ENGINEERING LLC

Standard Terms and Conditions of Sale for Goods and Services (rev.1 March 2022)

IMI Critical Engineering LLC is referred to in these terms and conditions as "Seller" and the customer or person or entity purchasing goods, services, parts and materials from Seller is referred to as "Buyer". "Goods" and/or "Services" mean the products, parts and materials manufactured by Seller or the services rendered, both as set out in Seller's technical documentation and quotation.

1. BASIS OF CONTRACT

These terms and conditions shall apply to any contract concluded (the "Contract") for the sale or supply of Goods and/or Services from Seller to Buyer whether the Contract for such sale is concluded by acceptance by Seller of Buyer's purchase order or by acceptance by Buyer of Seller's quotation, unless the parties expressly agree in writing in the Contract that these terms and conditions shall not apply to a specific Contract. In the event of a conflict between the pre-printed terms provided in any purchase order or other document and these terms and conditions, these terms and conditions shall prevail. All inconsistent or additional terms and conditions in any Buyer acknowledgement, invoice or other forms or which Buyer may seek to impose or incorporate by trade practice are expressly objected to and rejected by Seller and shall not bind Seller unless expressly agreed to in writing including as stated on Seller's quotation or sales order acknowledgement.

2. PRICE AND PAYMENT

2.1 Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation, or acknowledgment of Buyer's order for the Goods and/or Services, whichever occurs first, provided an unconditional authorisation from Buyer for the supply of the Goods and/or Services is received and accepted by Seller within such time period. If such authorisation is not received and accepted by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods and/or Services.

2.2 Once accepted, the price will become firm, however, Seller shall be entitled to increase such price to take account of cost escalation in the event that delivery of the Goods or provision of the Services is delayed beyond standard delivery schedules for reasons outside of the control of Seller and/or to take account of foreign currency fluctuations where the same differ from currency exchange assumptions in Seller's proposal.

2.3 Unless otherwise specified in Seller's quotation, payment terms are net thirty (30) days after the date of invoice. Any amounts not paid when due shall bear interest at the rate of 1.5% per month or at the highest rate permitted by law (whichever is less) from the due date until paid.

2.4 If Buyer defaults in any payment when due, Seller, without incurring any liability to Buyer or any other party, may, at its option and in addition to other remedies available, declare all work complete with payment immediately due and payable together with interest as provided in the preceding paragraph on all outstanding amounts due therein; stop all further work and deliveries until all past due payments and interest have been made and/or require that any further deliveries be paid for prior to shipment. If requested by Seller, Buyer shall obtain a bond or other security to provide guarantees of payment to Seller.

2.5 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Goods are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened at least sixty (60) days prior to both the earliest scheduled shipment of Goods and commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Goods shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.6 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable milestone payments have been received. For each day of delay in receiving all applicable milestone payments or acceptable Payment Security, Seller shall be entitled to a matching extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. TAXES AND OTHER CHARGES

Unless otherwise specified in writing by Seller: (a) transportation and insurance charges shall be based upon point of manufacture and shall be paid by Buyer, (b) installation charges shall be borne by Buyer, and Seller has no obligation to install the Goods for Buyer and (c) any taxes, duties or other charges imposed or incurred in relation to the performance of the obligations contemplated in the Contract shall be borne by the party that incurred such obligation or as the law specifically provides as being responsible for such tax, duty or other charge.

4. DELIVERY, RISK AND TITLE

4.1 Unless otherwise specified in Seller's quotation, delivery of the Goods shall be ex works (EXW, Incoterms 2020) Seller's manufacturing facility. Delivery shall be deemed to be completed when Seller informs Buyer in writing that the Goods are ready for shipment and can be picked up at the delivery location ("Delivery"), upon which time the risk to the Goods shall pass to Buyer. If Buyer delays shipment on notification of completion of the Goods, if Buyer fails to collect the Goods after Seller's notification or if Seller has agreed to deliver the equipment other than ex works and shipment is postponed by or due to Buyer's delay or request, Seller may tender delivery and store the equipment at Buyer's expense (and at a rate of 1% of contract value per month) and risk. Such tender shall constitute delivery and the full purchase price for the Goods tendered shall be immediately due and payable by Buyer.

4.2 Any claims regarding shortages in delivery must be made within thirty (30) days from Delivery and must be accompanied by the packing list(s) covering the shipment.

4.3 Title shall only pass upon receipt of full payment of the purchase price for the Goods by Seller.

4.4 Performance of the Contract is contingent upon Buyer supplying to Seller, when needed, all required technical information, including drawing approval and all required commercial documents, delivery instructions and other instructions required for the supply of the Goods. Unless otherwise agreed, Seller shall have the right to make partial deliveries.

5. WARRANTY

5.1 Subject to the limitation of liability and the conditions set out below and unless otherwise specified in Seller's quotation, Seller warrants title to the Goods, that the Goods, upon delivery, shall conform with the specifications listed in the Contract (or to Seller's currently published specifications if there are no specifications in the Contract) and shall be free from defects in material and workmanship. The warranty period shall expire on the earlier of twelve (12) months from the date of commissioning or eighteen (18) months from the date of Delivery to Buyer.

5.2 Subject to the limitation of liability and the conditions set out below and unless otherwise specified in Seller's quotation, Seller warrants that in performing the Services, it will exercise all reasonable skill, care and due diligence and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of ninety (90) days from completion of the Services.

5.3 The above warranties are given by Seller subject to the following conditions:

2025-099

- (a) Seller shall be under no liability in respect of any defects arising from any drawing, design or specification supplied by Buyer or if the Goods differ from their specification as a result of changes made to ensure that they comply with applicable statutory or regulatory standards;
- (b) Seller shall be under no liability in respect of any defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Seller's instructions, storage, installation, start up, maintenance and repair guidelines, modification, disassembly, alteration or repair of the Goods without Seller's written approval or where the Goods have been subject to corrosion or have been misused, mishandled or improperly installed;
- (c) Seller shall be under no liability under the above warranties (or any other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date for payment;
- (d) the above warranties do not extend to the supply of soft goods required to inspect or maintain any part of the Goods supplied;
- (e) the above warranties does not extend to parts, materials or equipment not manufactured by Seller in respect of which Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Seller;
- (f) Seller shall be under no liability if Buyer makes any further use of the Goods after giving notice in accordance with clause 5.5.

5.4 Any claim by Buyer which is based on any defect in the quality of the Services shall be notified to Seller as soon as possible within the warranty period. Failure by Buyer to give such written notice within the applicable time period specified above shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Seller's liability is limited solely to correct performance of that portion of the Services found by Seller to be defective or at Seller's option, refunding to Buyer purchase price allocable to the nonconforming part of the Services.

5.5 Any claim by Buyer which is based on any defect in the quality or condition of the Goods or their failure to respond to specification shall be notified to Seller within 30 days from the date of Delivery or (where the defect or failure was not apparent on a reasonable inspection) within a reasonable time after discovery of the defect or failure during the warranty period. Failure by Buyer to give such written notice within the applicable time period specified above shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Buyer shall only have the right to reject Goods that do not conform to Seller's warranties.

5.6 Seller must receive written notice of any defect within the warranty period and be given a reasonable opportunity to examine the Goods and all information available so that Seller can detect the root cause of any defect. Seller's liability is limited solely to repair or replacement of any Good at Seller's point of manufacture or, at Seller's option, refunding to Buyer the purchase price allocable to the nonconforming portion of the Contract. However, for Goods not installed by Seller, Buyer shall be responsible for removal, return and reinstallation costs.

5.7 Before returning any Goods to Seller, Buyer must contact Seller for a return authorisation confirmation and provide a failure report detailing the claimed warranty defect or failure. Upon return confirmation, Buyer will return the Goods to Seller, freight prepaid. After Seller verifies that the Goods were nonconforming or defective under this clause 5, Seller will credit Buyer for the cost of returning the Goods. Unless approved in advance by Seller, Seller shall not be liable for any transportation charges for the return of the Goods nor any other costs or charges incurred by Buyer. Goods repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period.

5.8 Subject to this clause 5, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER WITH RESPECT TO THE GOODS AND/OR SERVICES, whether the Goods are used alone or in combination with any other material. BUYER IS NOT AUTHORISED TO MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION OR LIABILITY ON SELLER'S BEHALF IN CONNECTION WITH THE SALE, INSTALLATION OR USE OF THE GOODS. Seller's warranties shall not be enlarged by, nor shall any obligation or liability of Seller arise due to, Seller providing technical advice concerning processing, further manufacture, other use or resale of the Goods provided hereunder.

6. LIMITATION OF LIABILITY

6.1 This clause sets out the entire financial liability of Seller (including any liability for the acts of omissions of their respective employees, agents and subcontractors) to Buyer in respect of (i) any breach of the Contract howsoever arising, (ii) any use made or resale of the Goods by Buyer, or of any product incorporating any of the Goods; and (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

6.2 NOTHING IN THIS CONTRACT SHALL LIMIT OR EXCLUDE SELLER'S LIABILITY FOR DEATH OR BODILY INJURY RESULTING FROM NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION, OR OTHER LIABILITIES WHICH CANNOT BE EXCLUDED BY LAW.

6.3 WITHOUT PREJUDICE TO CLAUSE 6.2, SELLER SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO BUYER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, INDEMNITY OR OTHERWISE FOR ANY (I) LOSS OF ANTICIPATED PROFITS OR REVENUES, (II) LOSS OF USE OR ANY LOSSES IN RELATION TO BUSINESS INTERRUPTION, (III) LOSS OF PRODUCTION, (IV) NON-OPERATION OF OTHER EQUIPMENT, (V) COST OF CAPITAL, (VI) DOWNTIME COSTS (VII) COST OF PURCHASED OR REPLACEMENT POWER AND/OR FACILITIES, (VIII) DAMAGE TO ENVIRONMENT, (IX) CLAIMS OF CUSTOMERS OF BUYER FOR DAMAGES OR (X) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISES UNDER OR IN CONNECTION WITH THE CONTRACT, EVEN IF SELLER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

6.4 WITHOUT PREJUDICE TO CLAUSE 6.2, SELLER'S TOTAL LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, WARRANTY OR OTHERWISE) RELATED HERETO SHALL IN NO EVENT EXCEED THE CONTRACT PRICE OF THE GOODS OR SERVICES IN RESPECT OF WHICH SUCH CAUSE ARISES.

6.5 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

6.6 If Buyer is supplying Goods or Services to a third party, or using Goods or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Clause 6, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this clause 6.

6.7 The following terms ("a" through "c") apply specifically to all projects involving nuclear applications:

(a) Buyer (including for the purpose of this clause Owner/Operator) agrees to hold harmless, indemnify and keep indemnified Seller (for and on behalf of itself and each of its group undertakings, and their respective officers and employees) (each an Indemnified Person) from and against all losses, liabilities, obligations, claims (including claims from third parties), demands, damages, penalties, expenses and fees suffered or incurred by Seller or any other Indemnified Person, arising out of any actual or alleged nuclear damage caused by the Goods or which otherwise occurs in consequence of the performance of or failure to perform the Contract, whether by Seller, or any sub-contractors of Buyer or Seller, and any actual or alleged nuclear damage arising in consequence of any activities from time to time carried out in relation to the Contract, whether or not resulting from the negligence of Seller.

(b) Buyer undertakes to provide and to maintain, or procure that Owner/Operator of the site provides and maintains, throughout the operational life of the site and for ten years thereafter, insurance covering nuclear damage. Such policy will be placed with recognised international Nuclear Pools (Liability and Property) on industry standard terms, will provide for all suppliers and sub-suppliers to be covered as additional insured and will include a waiver of subrogation for the benefit of Seller. Buyer will pay any deductible applicable to such insurance (or, as applicable, procure that Owner/Operator pays such deductible). Buyer will provide a copy of the insurance certificate to Seller upon written request.

(c) In this clause, the term "liability" means any form of liability or obligation whatsoever including but not limited to liability for nuclear damage (as defined below) and liability for misrepresentation, under contract, common law, equity or any statutory provision whether or not based on negligence or breach of any express or implied duty to act with care or skill. The term "nuclear damage" means injury or death to persons and damage to any property or facility and/or damage or harm to the environment, natural resources, flora and fauna (and including the property and/or facility of Buyer and Owner/Operator and/or the site) arising out of or resulting from radioactive, toxic, explosive or other hazardous properties (or any combination of such properties) of any nuclear matter in connection with which the Goods are directly or indirectly used, including but not limited to ionizing radiation or contamination by radioactivity from any nuclear fuels, radioactive products or any nuclear waste from the combustion of nuclear fuels

coming from, originating in, or sent to, any site at which the Goods are to be installed and/or used, whether or not such injury, death or damage results from the negligence of Seller.

7. CHANGES

7.1 Each party may at any time propose changes in the schedule or scope of Goods or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

7.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

7.3 Seller reserves the right to change or modify the design and construction of any of its products, in due course of its manufacturing procedure, without incurring any obligation to furnish or install such changes or modifications on products previously or subsequently sold. Seller also reserves the right to amend the specifications of the Goods if required by any applicable statutory or regulatory requirements.

7.4 In the event of a significant delay or price increase of raw materials during the performance of the Contract through no fault of the Seller, the Contract price, time of completion or contract requirements shall be equitably adjusted via Change Order in accordance with the procedures of the Contract documents. A change in raw material price will be considered significant when the price of an item increases by 3% based on the London Metal Exchange (LME) index between the date of proposal and the date of purchase of raw materials. Seller shall have the right to cancel the Contract or Order, without damages, if Buyer does not agree to an equitable price adjustment due to a significant increase in price of raw materials. As a condition to causing any price adjustment, Seller shall give Buyer at least ten (10) days prior written notice of any such changes, along with the written justification thereof (i.e., evidence of increase in third party costs) and provide Buyer with a detailed schedule of Seller's new pricing. Any change in price shall be effective upon ten (10) days written notice to Buyer of such change.

8. TERMINATION AND SUSPENSION

8.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency, dissolution or liquidation laws, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

8.2 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws, or (ii) materially breaches the Contract, including, but not limited to, a breach by the Buyer of clauses 10 or 12, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

8.3 If the Contract (or any portion thereof) is terminated, Buyer shall pay Seller for all Goods completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract price applicable to uncompleted made-to-order Goods and 15% of the Contract price applicable to all other uncompleted Goods.

8.4 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is a Force Majeure Event (as described in clause 9) lasting longer than one hundred and twenty (120) days. In such case, Buyer shall pay to Seller amounts payable under clause 8.3, excluding the cancellation charge for uncompleted Goods unless acts or omissions of Buyer or its contractors or suppliers cause the delay.

8.5 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension (including a suspension as a result of a Force Majeure Event as described under clause 9), including, but not limited to, expenses for repossession, fee collection, demobilisation/remobilisation, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

9. FORCE MAJEURE

9.1 A Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict;
- (d) imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent;
- (f) any direction, request, requirement or obligation (whether or not having the force of law) of any monetary agency, central or other bank, or financing institution;
- (g) nuclear, chemical or biological contamination or sonic boom;
- (h) collapse of buildings, fire, explosion or accident; and
- (i) interruption or failure of utility service

provided it has complied with this clause 9, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party. The Affected Party shall (a) as soon as reasonably practicable after the start of the Force Majeure Event and to the extent it is legally able, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract and Seller shall also advise of the effect of the Force Majeure Event on the price of the Goods to be supplied and (b) use reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.

10. ETHICS

10.1 Buyer represents and warrants to Seller and Seller represents and warrants to Buyer, that both Parties and all persons or entities providing goods and/or services in connection with this Contract in any manner will comply with all applicable laws, statutes and regulations and any internal policies concerning anti-bribery and corruption, conflict of interest, money laundering, labour standards, and other laws that may be implicated in connection with this transaction. It is the intent of the Parties to prohibit participation in or facilitation of any form of public-sector or private-sector corruption, kickback, extortion, or any other illegal, unethical or improper means of obtaining or retaining a business advantage or inducing anyone to misuse his or her discretion.

10.2 If, during the term of the Contract, either Party knows or becomes aware of any facts or circumstances contrary to the representations and the warranties above, said Party will immediately notify the other Party and provide sufficient information for the affected Party to take appropriate protective or corrective actions, which may include voiding or rescinding the Contract. The notifying Party further agrees to cooperate fully in any investigation undertaken by the affected Party.

10.3 If requested, both Parties agree to show evidence of an ethics or code of conduct program or otherwise acknowledge in writing that their respective employees are aware of their obligations under this clause.

11. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

2025-099

11.1 Buyer acknowledges that the intellectual property in the Goods and/or Services is Seller's property and that nothing in the Contract shall be construed as conferring any licence or granting any rights in favour of Buyer in relation to such intellectual property.

11.2 Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with the Contract are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents as is necessary in the installation, operation, maintenance, and repair of the Goods sold under this Contract but may not disclose them to any third party without the prior written consent of Seller.

11.3 Seller warrants that the Goods sold pursuant to the Contract, or their use as provided below, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid patent in existence in the country where the Goods are installed as of the date of delivery. This warranty is given upon condition that Buyer (i) promptly notifies Seller in writing of any claim or suit involving Buyer in which such infringement is alleged, (ii) makes no admission of liability and does not take any position adverse to the Seller, (iii) gives Seller sole authority to control defence and settlement of the claim, and (iv) provides Seller with full disclosure and reasonable assistance as required to defend the claim. Seller's warranty as to use only applies to infringements arising solely out of the inherent operation (i) of such goods, or (ii) of any combination of goods sold hereunder in a manner designed by Seller.

11.4 Should any Goods, or any portion thereof, become the subject of a claim notified under clause 11.3, Seller may at its option (i) procure for Buyer the right to continue using the Goods, or applicable portion thereof, (ii) modify or replace it in whole or in part to make it non-infringing, or (iii) failing (i) or (ii), take back infringing Goods and refund the price received by Seller attributable to the infringing Goods.

11.5 This clause 11 states Seller's exclusive liability for intellectual property infringement by Goods.

11.6 Buyer agrees, at its expense, to indemnify Seller against any claim for infringement of any intellectual property rights arising out of Goods made or Services provided by Seller in compliance with Buyer's designs, specifications or instructions.

11.7 Buyer undertakes to Seller to keep confidential all information (written or oral) disclosed by Seller to Buyer or otherwise acquired during the course of the performance of the Contract except information that is subject to an obligation to disclose under law, or that is required to be disclosed by any competent regulatory authority, by notice or otherwise, or already in its possession other than as a result of a breach of this clause or in the public domain other than as a result of a breach of this clause.

12. EXPORT COMPLIANCE

12.1 Buyer agrees to comply, at its own expense, with all applicable export control laws and regulations which control the Goods and/or Services it purchases from Seller, including, without limitation, the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, U.S. Nuclear Regulatory Commission Regulations, U.S. Office of Foreign Asset Control regulations, EU Regulation 428/2009, the export control regulations of the individual European countries, Swiss Goods Control Ordinance GKV 946.202.1, Korean Notice on Trade of Controlled Items and/or the Japanese Foreign Exchange and Foreign Trade Law regulations, all as amended or superseded from time to time and as applicable to this transaction. Buyer shall not import, export or re-export, or authorise the export or re-export any Goods procured under this Contract or any other goods, technology, or information that it obtains or learns from Seller under this Contract, or any copy or direct product thereof, in violation of any of such laws, restrictions, or regulations or without any government license or authorisation required thereunder. Any and all obligations of Seller to provide Goods, Services, technology or information hereunder shall be subject in all respects to such laws, restrictions, and regulations.

12.2 Without limiting the foregoing, any commodity, technology, or software provided by Seller is prohibited for export, re-export, or transfer to Cuba, Islamic Republic of Iran, Democratic People's Republic of North Korea, Republic of Sudan, Republic of South Sudan or Syrian Arab Republic, as well as to persons or entities listed on restricted parties lists published by the governments of the U.S., EU, UK, Switzerland, Japan or Korea as applicable to this transaction. Buyer shall immediately notify Seller if Buyer is, or becomes, listed in any restricted parties list or if Buyer's export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency. Additionally, any commodity, technology, or software provided by Seller is prohibited for export, re-export, or transfer to any person or entity which will use it for end-uses proscribed by any relevant export control regulations, including chemical and biological weapon, missile, nuclear, maritime nuclear propulsion, and terrorism related activities.

12.3 Buyer agrees to indemnify and hold harmless Seller from any and all fines, claims, damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Seller as a result of any breach of this clause 12 by Buyer.

12.4 Performance of this Contract is contingent upon Seller obtaining any necessary government approvals, including, but not limited to, any required export licenses or required authorisations. Buyer acknowledges that failure to receive a required approval by the relevant government(s) to proceed with an export or transfer of technology excuses Seller from performing the Contract and delivering under the order.

13 MISCELLANEOUS

13.1 Seller is a member of the group of companies whose holding company is IMI plc and accordingly, Seller may perform any of its obligations to exercise any of its right hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act of omission of Seller.

13.2 The validity, interpretation and performance of this Contract and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of California U.S.A., excluding any conflicts of laws, principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

13.3 Any dispute or claim arising from or in connection with this Contract, including any question regarding its existence, validity or termination, shall first be settled through discussion between the Parties upon the written request of any Party. In the event that no settlement is reached within forty five (45) days after any such written request, the courts of the State of California, U.S.A., shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

13.4 This Contract constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any price or contemporaneous oral or written communications between the parties concerning the goods supplied hereunder.

13.5 No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be affected by the acknowledgement or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein.

13.6 No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in a writing signed by the party to be bound.

13.7 Buyer shall not (by operation or law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

13.8 If any provision or part-provision of the Contract or these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract or these terms and conditions.

City of Springfield, Illinois, Office of Public Utilities, also known as City Water Light & Power, ("City") Conditions of Acceptance Standard Terms and Conditions of Sale with IMI Critical Engineering LLC's Standard Terms and Conditions of Sale of Goods and Services, (rev. 1 March 2022) for the purchase of replacement parts to rebuild the boiler feed pump recirculating valves for the City of Springfield Dallman, Unit 4 (Quote No. Q-250129-142920-6-1 \$51,757 and Quote No. Q-250211-174022-1-0 \$51,757 both dated February 11, 2025) are as follows:

Not to Exceed

This contract does not authorize an expenditure of city funds in excess of \$103,514.00 without the prior approval of the Springfield City Council or Director of OBM as applicable. IMI Critical Engineering LLC 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 \$103,514.00

Affirmative Action Compliance

IMI Critical Engineering LLC agrees to adhere to the provisions of Chapter 93 of the City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof, which shall constitute the Affirmative Action program of this Agreement. (https://library.municode.com/il/springfield/codes/code_of_ordinances - Title IX, General Regulations.)

Non-Barring from Bidding

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

Non-Delinquency

IMI Critical Engineering LLC certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Federal, State and Local Laws

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

Counterpart Signatures

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

Standard Terms and Conditions of Sale of Goods and Services, (rev. 1 March 2022):

3. TAXES AND OTHER CHARGES

Unless otherwise specified in writing by Seller: (a) transportation and insurance charges shall be based upon point of manufacture and shall be paid by Buyer, (b) installation charges shall be borne by Buyer, and Seller has no obligation to install the Goods for Buyer and (c) any taxes, duties or other charges imposed or incurred in relation to the performance of the obligations contemplated in the Contract shall be borne by the party that incurred such obligation or as the law specifically provides as being responsible for such tax, duty or other charge.

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

13 MISCELLANEOUS

13.2 The validity, interpretation and performance of this Contract and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of **California** **Illinois** U.S.A., excluding any conflicts of laws, principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

13.3 Any dispute or claim arising from or in connection with this Contract, including any question regarding its existence, validity or termination, shall first be settled through discussion between the Parties upon the written request of any Party. In the event that no settlement is reached within forty five (45) days after any such written request, the courts of the State of **California** **Illinois**, U.S.A., shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

IMI Critical Engineering LLC

Mona Blew

(Type or print name of Authorized Representative)

Mona Blew

Digitally signed by Mona Blew
DN: OU=Legal, O=IMI Critical Engineering LLC,
CN=Mona Blew, E=mona.blew@imicritical.com
Reason: I am the author of this document
Date: 2025.02.21 13:01:11-0500
Print PDF, Color Version: 1.1.2

(Signature of Authorized Representative)

Date: February 21, 2025

City of Springfield, Illinois

(Type Name of Authorized Representative)

(Signature of Authorized Representative) *GBM*

Date: _____

2025-099

ORDINANCE FACT SHEET

DATE OF 1st READING: 03/04/25

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlisleEMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: x-2626FISCAL IMPACT: \$103,514.00SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: IMI Critical Engineering LLCVENDOR NO: VC00000005359CONTRACT TERM: - Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: see above - -
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid

☐ Other:
☒ Exception: SS / OEM
Code Provision: 38.40

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					

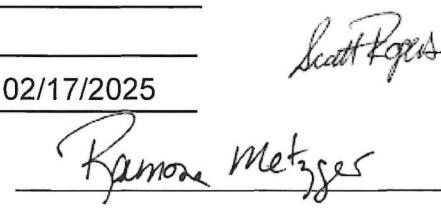
EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	102	100	CAM	7711	1403	103,514.00
2						
3						
4						

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

2 Quotes

STAFF ANALYSIS

Purchase parts to rebuild the Boiler Feed Pump Recirculating Valves.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica
Date: 2025.02.17 10:56:02 -06'00' Date: DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2025.02.17 10:17:08 -06'00' Date: CITY PURCHASING AGENT: J Michael Lesko Date: 02/17/2025SIGN OFF: 
(Mayor's Signature)
(Director of OBM)

The information supplied on this form is not confidential information.

2025-099

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES
AGREEMENT WITH OPTMCTRL LLC. IN AN AMOUNT NOT TO
EXCEED \$145,420.00 FOR TUNING SERVICES FOR DALLMAN UNIT 4
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes the execution of a Professional Services Agreement with OptmCtrl LLC. ("OptmCtrl") in an amount not to exceed \$145,420.00, to perform tuning services for Dallman Unit 4, and

WHEREAS, OptmCtrl's is to perform hybrid/vwo completion tuning, mills A&C B&C combination combustion tuning, and feedwater tuning, and

WHEREAS, Dallman Unit 4 is in need of tuning and this tuning of the controls will increase the efficiency of the unit, 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 OptmCtrl in an amount not to exceed One Hundred Forty-Five Thousand Four Hundred Twenty Thousand Dollars and No Cents (\$145,420.00) to perform tuning services for Dallman Unit 4.

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

Section 3. The Office of Budget and Management is hereby authorized and directed to pay OptmCtrl in the total amount not to exceed One Hundred Forty-Five Thousand Four Hundred Twenty Thousand Dollars and No Cents (\$145,420.00) from 102-100-CAA-7711-1205, 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

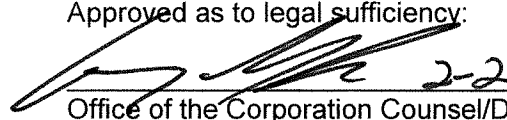
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 2-27-25
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: OptmCtrl LLC
CONTRACT AMOUNT: \$145,420.00
TYPE OF AWARD: Professional Service

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 170-05-24, OptmCtrl LLC, Professional Service, Tuning Services for High and Low-End Megawatt Tuning, \$26,675.00.

INFORMATION:

This Ordinance approves and authorizes the execution of a Professional Services Agreement with OptmCtrl LLC ("OptmCtrl") in an amount not to exceed \$145,420.00.

Dallman Unit 4 is in need of tuning. The tuning services that will be performed on Unit 4 are as follows: hybrid/vwo completion tuning, mills A&C B&C combination combustion tuning, and feedwater tuning. It includes the following:

1. The quote for hybrid/VWO completion tuning is \$26,675.00, which includes 60 hours of service (10-11 hours/day, about 6 days).
2. The quote for Mills' A&C combination combustion tuning effort is \$52,305.00, which includes 120 hours of service (10 hours/day, about 11-12 days).
3. The quote for Mills' B&C combination combustion tuning effort is \$52,305.00, which includes 120 hours of service (10 hours/day, about 11-12 days).
4. The quote for the feedwater tuning effort is \$14,135.00, which includes 30 hours of service (3 days).

This quote also includes the traveling and lodging costs. CWLP will only be charged for the actual work hours performed. With this finished tuning of the controls, CWLP anticipates more efficiency from the unit.

OptmCtrl is not a local vendor.



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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: February 17, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet to OptmCtrl LLC authorizing an agreement and payment to perform high and low-end megawatt tuning for Dallman Unit 4 in an amount not to exceed \$145,420.00 for the Office of Public Utilities.

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.

OptmCtrl LLC

An Optimizing Controls Company

282 Venango Trail, Mars, PA 16046 Tel: 724-799-3136



Generating Facilities
3100 Stevenson Drive
Springfield, IL 62757

Attention: Mr. Pete Choudry
Electrical Engineer III
CWLP Generating Station

Subject: Dallman Unit 4 hybrid/vwo completion tuning, mills A&C B&C combination combustion tuning, feedwater tuning quote
Reference: OptmCtrl LLC offer number OCPIT25008

Dear Mr. Choudry,

OptmCtrl LLC is pleased to submit the CWLP a service offer to perform Dallman Unit 4 hybrid/vwo completion tuning, mills A&C B&C combination combustion tuning, feedwater tuning.

Scope of work

1. OptmCtrl LLC controls tuning specialist will perform Dallman Unit 4 hybrid/vwo completion tuning which includes,
 - 1). Mid to low end tuning and verification (80% effort)
 - 2). The verification of seamless transfer between hybrid mode and vwo mode (10% effort)
 - 3). The verification of high-end tuning (10% effort).
2. OptmCtrl LLC controls tuning specialist will perform Dallman Unit 4 mills A&C combination combustion tuning.
3. OptmCtrl LLC controls tuning specialist will perform Dallman Unit 4 mills B&C combination combustion tuning.
4. OptmCtrl LLC controls tuning specialist will perform Dallman Unit 4 feedwater tuning.

Pricing

The total quote for Dallman Unit 4 hybrid/vwo completion tuning, mills A&C B&C combination combustion tuning, feedwater tuning is **\$145,420**, which includes:

1. The quote for hybrid/vwo completion tuning is \$26,675, which includes 60 hours of service (10-11hours/day, about 6 days), the traveling & lodging cost is included in this quote.
2. The quote for mills A&C combination combustion tuning effort is \$52,305, which includes 120 hours of service (10-11hours/day, about 11-12 days), the traveling & lodging cost is included in this quote.
3. The quote for mills B&C combination combustion tuning effort is \$52,305, which includes 120 hours of service (10-11hours/day, about 11-12 days), the traveling & lodging cost is included in this quote.
4. The quote for feedwater tuning effort is \$14,135, which includes 30 hours of service (3 days), the traveling & lodging cost is included in this quote.

OptmCtrl LLC

An Optimizing Controls Company

282 Venango Trail, Mars, PA 16046 Tel: 724-799-3136

Pricing for site tuning and commissioning is an estimate and the CWLP will only be charged for the actual work hours performed. Should additional time be required to complete the scope of work, OptmCtrl LLC will contact Mr. Pete Choudry for approval before continuance of work.

Terms

1. Quote valid for 60 days
2. Payment terms: 30 days net upon presentation of invoice.

We thank you and appreciate your giving OptmCtrl LLC the opportunity to perform Dallman Unit 4 hybrid/vwo completion tuning, mills A&C B&C combination combustion tuning, feedwater tuning, all these efforts will enhance the unit control. Should you have any questions, please give me a call.

Sincerely,

Weihoa Feng

2/8/2025

2025-100

ORDINANCE FACT SHEET

DATE OF 1st READING: 03-04-25

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: 145,420.00SUGGESTED TITLE: Accepting & authorize agreement / services / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: OptmCtrl LLCVENDOR NO: VC00000006410CONTRACT TERM: - Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: see above - -
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☐ Other: _____☒ Exception: Prof. Serv.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	CAA	7711	1205	145,420.00
2						
3						
4						

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

Agreement/quote

STAFF ANALYSIS

To perform Dallman Unit 4 tuning services.

FUNDS CHECK BY: Dakota CapranicaDigitally signed by Dakota Capranica
Date: 2025.02.17 11:16:48 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug BrownDigitally signed by Doug Brown
Date: 2025.02.17 11:01:42 -06'00'

Date: _____

CITY PURCHASING AGENT: J Michael LeskoDate: 02/17/2025

SIGN OFF: _____

(Mayor's Signature)

GEMRamona Metzger

(Director of OBM)

The information supplied on this form is not confidential information.

2025-100

AN ORDINANCE AUTHORIZING PAYMENT TO THE ENERGY AUTHORITY, INC. AND
MIDCONTINENT INDEPENDENT SYSTEMS OPERATOR, INC. FOR TRANSMISSION
SCHEDULE FEES FOR THE FISCAL YEAR 2026 IN THE AMOUNT OF \$4,950,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance authorizes payment of fees to The Energy Authority, Inc. ("TEA") and Midcontinent Independent Systems Operator, Inc. ("MISO") for resource management services and variable operating transmission schedule costs for the Fiscal Year 2026 for the Office of Public Utilities' Electric Division Transmission, Distribution, and Operations Department in the total amount not to exceed \$4,950,000.00, and

WHEREAS, Ordinance No. 142-03-05 authorized the City of Springfield to enter into a Restated and Amended Resource Management Agreement with TEA, which allows the organization to perform Market Participant functions for the City in the MISO Energy Market, and

WHEREAS, this Ordinance was later amended by Ordinance No. 460-07-08 to address additional requirements on the Market Participants, and

WHEREAS, TEA is responsible for remitting the Utility's share of MISO variable operating (transmission schedule) costs to MISO, and

WHEREAS, as the Utility is a MISO Transmission Owner, MISO distributes a share of the transmission revenues from transmission customers back to the Utility.

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 payment to TEA and MISO for variable operating transmission schedule costs for the Fiscal Year 2026, in the total maximum amount not to exceed Four Million Nine Hundred Fifty Thousand Dollars and No Cents (\$4,950,000.00) for the Office of Public Utilities' Electric Division Transmission, Distribution, and Operations Department.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to the payment of said fees and costs to TEA and MISO 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 TEA and MISO for the total maximum amount of Four Million Nine Hundred Fifty Thousand Dollars and No Cents (\$4,950,000.00) from Account Nos. 102-100-CBD-7773-1232 and 102-100-CBD-7780-1228 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 2-27-25
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: The Energy Authority, Inc. ("TEA")
CONTRACT AMOUNT: \$4,950,000.00
TYPE OF AWARD: Professional Service

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 094-03-24, FY2025, \$4,399,000.00.

INFORMATION:

This is a recurring ordinance for the payment of various fees to maintain the ability to participate in the energy market.

This Ordinance authorizes payment in an amount not to exceed \$4,950,000.00 to The Energy Authority, Inc. ("TEA") and Midcontinent Independent Systems Operator, Inc. ("MISO") for various fees and costs during the Fiscal Year 2026.

Schedule 10 fees are \$650,000.00, which is 13.13% of the ordinance amount. Schedule 10 is the MISO Cost Recovery Adder. These are costs that support the reliable operation of the electric system and associated administrative services and regulatory costs. This pays for system coordination, long-term planning, congestion management, operational planning, maintenance and outage coordination, billing/settlement function, dispute resolution, and tariff administration. This also covers annual assessments by the Federal Energy Regulatory Commission ("FERC").

Schedule 26/26A fees are \$4,300,000.00, which is 86.87% of the ordinance amount. These costs support electric transmission infrastructure upgrades that benefit multiple parties, sometimes encompassing the entire MISO footprint. MISO thoroughly reviews these projects to assess their value in increasing transmission system reliability and allowing for more efficient energy flow through the system. Projects must meet a specific set of criteria to qualify for cost-sharing. These costs are then spread over multiple years, so any given yearly assessment represents multiple projects in various funding life cycle stages.

Schedule 26A is the Multi-Value Project Usage Rate. This rate is charged all to loads and exports based on the proportion of the load relative to the total MISO load. A Multi-Value Project addresses a need of region or the system-wide scope and has a significant impact on the MISO footprint as a whole; hence, the associated costs are shared across the entire system. The expected Schedule 26A charge to CWLP is \$3,219,785.00 or 65.05% of this ordinance amount.

Schedule 26 is payments for the Transmission Expansion Plan (other than Multi-Value Projects). These are largely projects deemed necessary under the MISO Regional Expansion Criteria and Benefits process before implementing the Multi-Value Project process. Depending on the type of project, allocation to CWLP may be based strictly on the CWLP proportion of MISO load or a combination of load proportion and local benefit. CWLP load represents approximately 0.4% of MISO's total load. The expected Schedule 26 charge to CWLP is \$1,080,215.00 or 21.82% of this ordinance amount.



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: February 11, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet authorizing an agreement and payment to The Energy Authority, Inc. (TEA) and Midcontinent Independent Systems Operator, Inc. (MISO) for various fees and costs for FY2026 in an amount not to exceed \$4,950,000.00 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 Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.

ORDINANCE FACT SHEET

DATE OF 1st READING: 03-04-25

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$4,950,000.00SUGGESTED TITLE: Authorize payment / item(s) / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: The Energy Authority, Inc.(TEA) VENDOR NO: TH002593CONTRACT TERM: FY26 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☐ Low Bid Meeting Specs☐ Low Evaluated Bid☐ Other: _____☒ Exception: Prof. Serv.Code Provision: 38.42Previous Ord #'s 094-03-24Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CBD	7773	1232	4,300,000.00
2	102	100	CBD	7780	1228	650,000.00
3						
4						

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

-

STAFF ANALYSIS

An ordinance authorizing the Office of Public Utilities to pay required MISO fees to comply with NERC and FERC rules for FY26.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica
Date: 2025.02.11 10:41:42 -06'00'DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2025.02.11 10:09:28 -06'00'CITY PURCHASING AGENT: J Michael LeskoSIGN OFF: [Signature]

(Mayor's Signature)

GEA

Date: _____

Date: _____

Date: 02/11/2025[Signature]

(Director of OBM)

The information supplied on this form is not confidential information.

2025-101

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH
THE STATE OF ILLINOIS FOR JURISDICTIONAL TRANSFER OF A PORTION
OF KOKE MILL ROAD AND COBBLESTONE LANE 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 Township has jurisdiction over Koke Mill Road between Old Jacksonville Road and Washington Street as shown on Exhibit A and Cobblestone Lane as shown on Exhibit B and agrees to transfer jurisdiction to the City of Springfield; and

WHEREAS, the State of Illinois and the City of Springfield are desirous of transferring jurisdiction of a portion of Koke Mill Road and Cobblestone Lane to perform public improvements within the right of way to be of immediate benefit to the City residents and permanent in nature; and

WHEREAS, it is in the best interest of the City to execute the Jurisdictional Transfer Agreement, which sets forth jurisdictional responsibilities following the completion of the project and the City's participation in the project; and

WHEREAS, a copy of the Agreement 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 execution of a Jurisdictional Transfer Agreement with the State of Illinois and the City of Springfield for a portion of Koke Mill Road and Cobblestone Lane. The Mayor and the City Clerk are hereby authorized to execute and attest said Agreement, a copy of which shall be on file in the Office of the City Clerk.

Section 2: That the jurisdictional transfer shall become effective 21 calendar days after execution 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
Alderman Ralph Hanauer

 2-27-25

Office of Corporation Counsel / Date

Location: Ward 10

JURISDICTIONAL TRANSFER AGREEMENT

This agreement entered into this _____ day of _____, A.D., 2025, by and between Gardner Township, Sangamon County, of the State of Illinois, hereinafter called the TOWNSHIP, and the City of Springfield, Sangamon County, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the TOWNSHIP has jurisdiction over Koke Mill Road between Old Jacksonville Road and Washington Street as shown on Exhibit A and Cobblestone Lane as shown on Exhibit B attached hereto and incorporated herein; and

WHEREAS, the CITY is desirous to perform public improvements within the right-of-way in Exhibit A to be of immediate benefit to the CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Pursuant to the authority granted in Article 6 of the Illinois Highway Code, 605 ILCS 5/6-101 *et seq.*, the TOWNSHIP hereby agrees to transfer jurisdiction to the CITY of that portion of Koke Mill Road as shown in Exhibit A and Cobblestone Lane as shown in Exhibit B attached hereto and incorporated in.
2. The CITY hereby agrees to accept jurisdiction of said road, and to assume all maintenance responsibilities of said portion of Koke Mill Road and Cobblestone Lane.

JURISDICTIONAL TRANSFER

3. It is mutually agreed that this jurisdictional transfer will become effective immediately upon execution of this agreement by both parties.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

City of Springfield

Attest:

Clerk

(SEAL)

By: _____ *GER*

TITLE: _____

DATE: _____

Gardner Township

Attest:

Clerk

(SEAL)

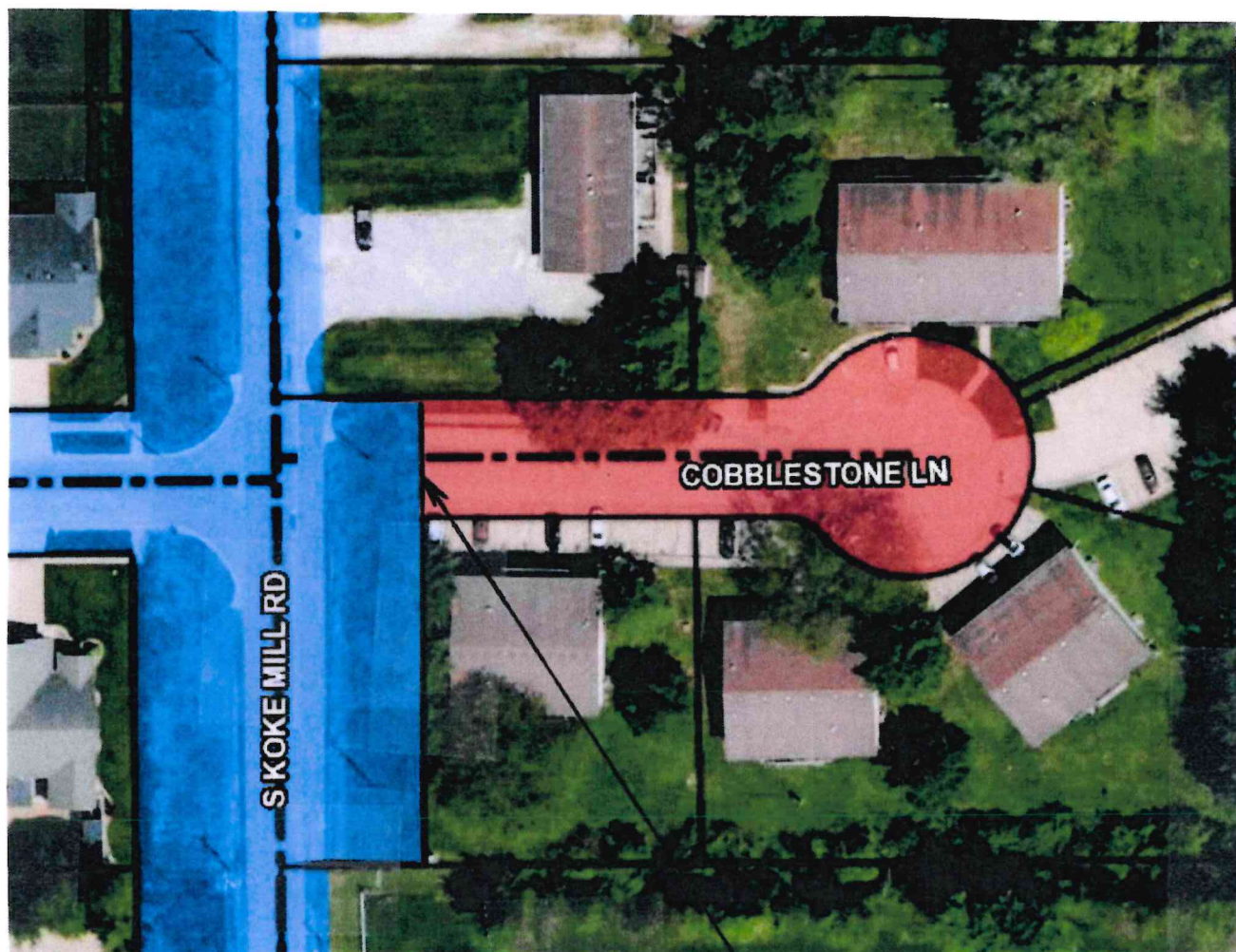
By: _____

TITLE: _____

DATE: _____

Jurisdictional Transfer
Koke Mill Road
From Gardner Township to City of Springfield

Beginning at an extension of the North line of Spring Crest Subdivision, 1st Addition;
thence North to the South line of Henry W. Rickard Estate Plat



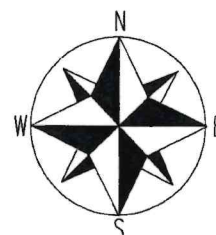
Begin Jurisdictional Transfer at
East Rights of Way line of Koke Mill Road

EXHIBIT "B" Jurisdictional Transfer of Cobblestone Lane

LEGEND

- Area of Jurisdictional
- Springfield Corporate Limits

Prepared: February, 2025



NOT TO SCALE

Jurisdictional Transfer
Cobblestone Lane
From Gardner Township to the City of Springfield

All of Cobblestone Lane lying East of the East Rights of Way line of Koke Mill Road.

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-17
DATE OF 1ST READING: 3/4/25

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

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

TYPE OF ORDINANCE: jurisdictional transfer FISCAL IMPACT:
(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
AN ORDINANCE AUTHORIZING A JURISDICTIONAL TRANSFER AGREEMENT WITH GARDNER TOWNSHIP FOR KOKE MILL ROAD AND COBBLESTONE LANE FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: VENDOR NO:
CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☒
CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one) Previous Ord #s
☐ Low Bid ☒ Other: jurisdictional transfer agrmt Is Purchasing Agent approval required? No ☐ Yes ☒
☐ Low Bid Meeting Specs ☐ Exception: Is Purchasing Agent approval attached? No ☐ Yes ☒
☐ Low Evaluated Bid Code Provision:

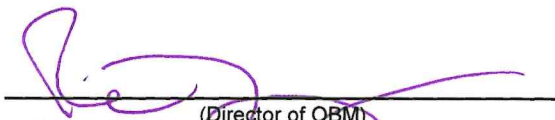
Accounting information (if more than four accounts, please attach list)

REVENUE						EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount	Fund	Agency	Org	Activity	Object	Amount
1						1					
2						2					
3						3					
4						4					

FUNDS CHECK BY:  Date: 03-21-2023
DIRECTOR / SUPERVISOR SIGNATURE Date: 21 FEB 25
CITY PURCHASING AGENT: Date:

COMMENTS

This ordinance is for the approval of a jurisdictional transfer of a portion of Koke Mill Road between Old Jacksonville Road and Washington Street, as well as Cobblestone Lane, east of Koke Mill Road from Gardner Township to the City in order to perform public infrastructure improvements within the right-of-way to be of benefit to the City residents and permanent in nature.

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

2025-102

AN ORDINANCE APPROVING THE VARIANCE REQUEST OF SECTION 153.158(b)(2) PERTAINING TO SHARED ACCESS AND THE CREATION OF FLAG LOTS IN WABASH PARK FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the developers of Wabash Park have requested a variance of Section 153.158(b)(2) of the 1988 City of Springfield Code of Ordinances, as amended ("Land Subdivision Ordinance"), to allow flag lots with access provide through a shared access easement in Wabash Park; and

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

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

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

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

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

- () The City Council agrees with the recommendations of the Land Subdivision Committee and the Regional Planning Commission. In addition, the City Council makes the following findings:
 - (1) The intent of the chapter is maintained;
 - (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
 - (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
 - (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
 - (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and

- (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.
- () That the City Council disagrees with the recommendations of the Land Subdivision Committee and the Regional Planning Commission, and finds that the requirements for a variance are not met.

Section 2: That the application for a variance of Section 153.158(b)(2) of the Springfield Subdivision Ordinance is: (The City Clerk shall check the following based upon the outcome of the vote.)

- () Approved to allow the creation of flag lots with access provided through a shared access easement.
- () Denied.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

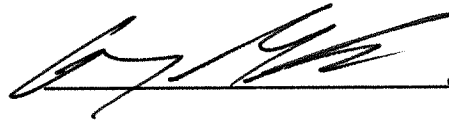
Mayor Misty Buscher

ATTEST: _____
City Clerk Chuck Redpath

Approved as to legal sufficiency:

Requested by: Public Works/Mayor Buscher

Alderman Ralph Hanauer

 **2-27-25**

Office of Corporation Counsel/Date

Location: Ward 10



February 20, 2025

Mr. Chuck Redpath
City Clerk
106 - Municipal Center West
Springfield, IL 62701

RE: Wabash Park Subdivision - Location and Sketch Map and Variance of Section
153.158(b)(2)

Dear Mr. Redpath:

At its February 19, 2025 meeting, the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Location and Sketch Map and Variance. Transmitted herewith you will find the original and prints, all endorsed by the Acting Executive Director of the Springfield-Sangamon County Regional Planning Commission as required by the City of Springfield Land Subdivision Ordinance.

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

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

Sincerely,

Shannan Karrick
Acting Executive Director

SK/JZ/EP/SR/st

Enc

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



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Shannan Karrick, Acting Executive Director

DATE: February 20, 2025

RE: Location & Sketch Map and Variance of Section 153.158(b)(2) Recommendation
– Wabash Park Subdivision

Enclosed is a summary of a Location & Sketch Map and Variance reviewed at the February 19, 2025, Springfield-Sangamon County Regional Planning Commission meeting. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this subdivision for your convenience.

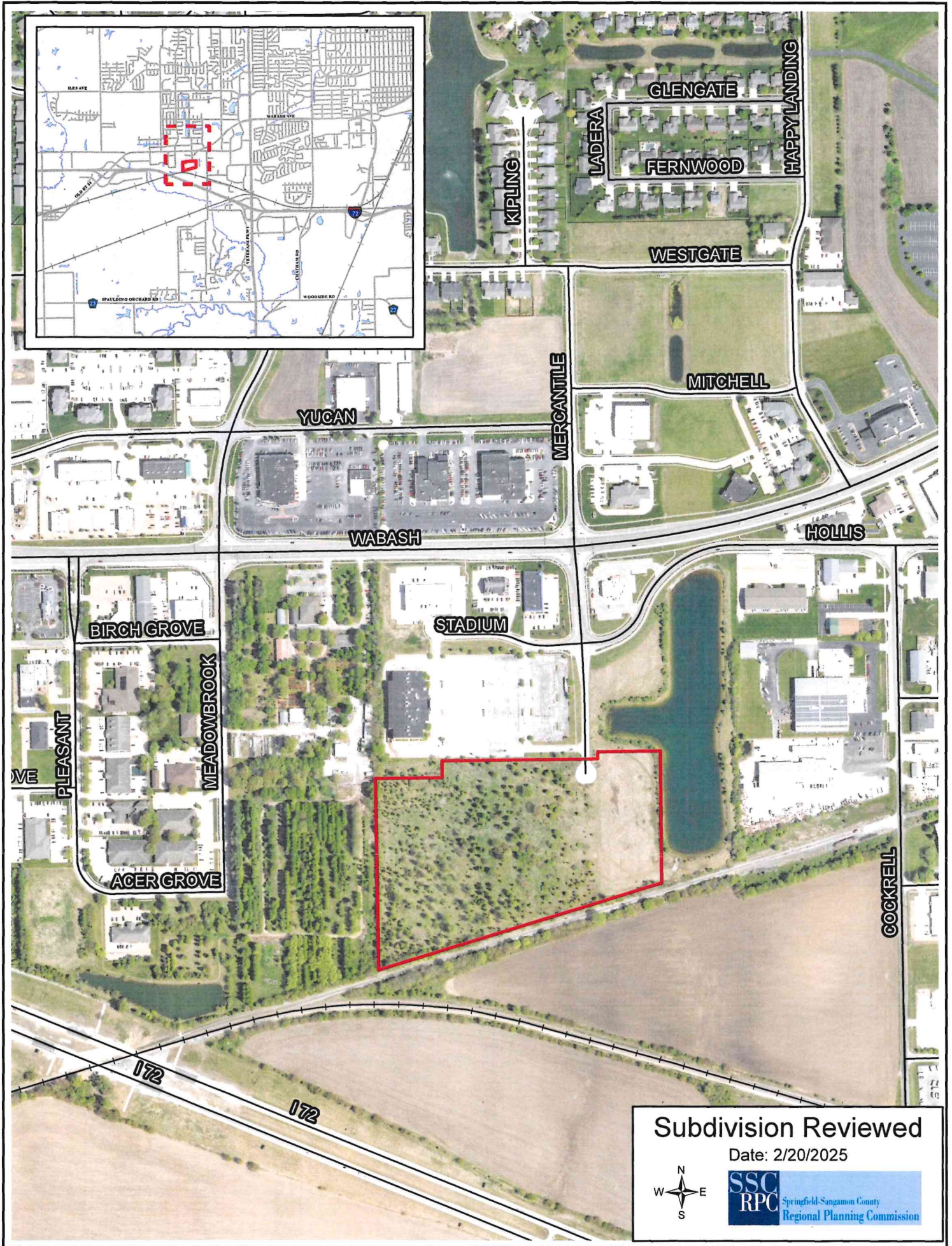
The original and the required number of prints have been forwarded to the City Clerk for transmittal to the appropriate City departments. After the City Engineer receives any required documents, the plan will be referred to the City Council for action.

Please feel free to call if you have any questions.

SK/JZ/EP/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Amy Rasing



Subdivision Reviewed

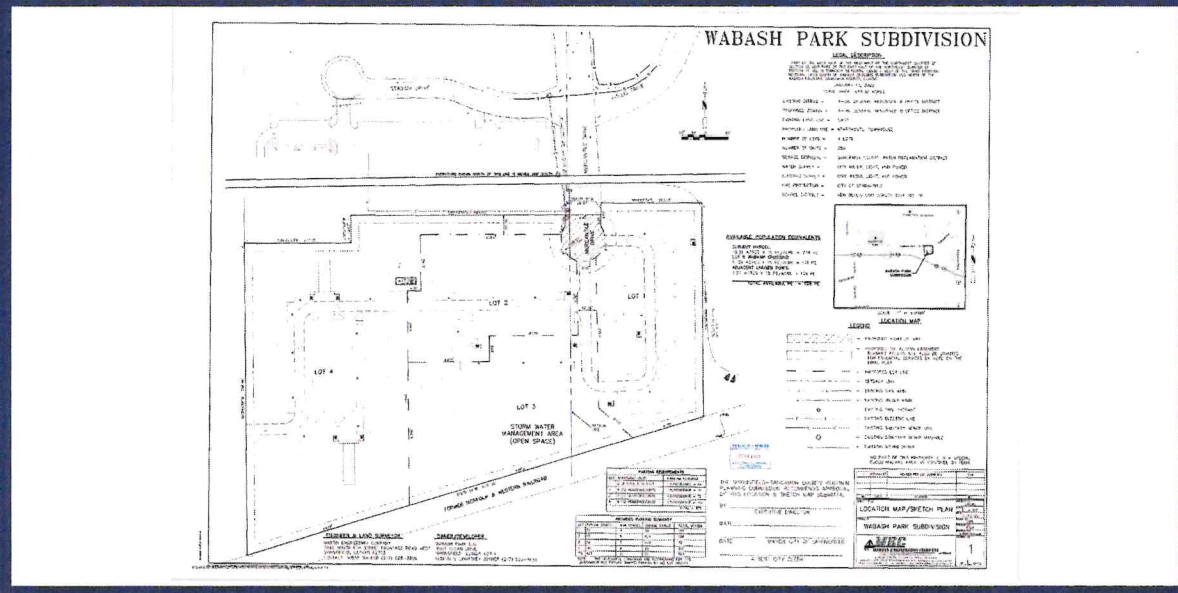
Date: 2/20/2025



SSC
RPC Springfield-Sangamon County
Regional Planning Commission



PROJECT SUMMARY



Development: Wabash Park Subdivision - Location and Sketch Map and Variance of Section 153.158(b)(2)

Owner: Wabash Park LLC Acres: 18.30

Engineer: Martin Engineering Company Lots: 4

Location: Pt. of the W 1/2 of the W 1/2 of the NW 1/4, Sec. 13, and Pt. of the E 1/2 of the NE 1/4, Sec. 14, T15N R6W - Located South of Mercantile Drive and North of I-72.

Corporate Limits: ☒ in ☐ out

Project description: A Large Scale Development Plan was recently approved for this site. The developer would like to divide the site into 4 lots for financing purposes to construct 24 apartment buildings with a total of 250 dwelling units. The proposed variance would allow these lots to be served through an access easement. All essential services are available to serve the site.

Essential Services: Sewer: SCWRD Electric: CWLP
Water: CWLP / Curran-Gardner Fire Protection: SFD

Variances approved: 153.158(b)(2) - Lot Arrangement

Recommendation: Approval of the Location and Sketch Map and Variance.

ORDINANCE FACT SHEET

DATE OF 1st READING: 03/04/2025

OFFICE REQUESTING: Public Works

CONTACT PERSON: Daniel 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 VARIANCE REQUEST OF SECTION 153.158(b)(2) PERTAINING TO SHARED ACCESS AND THE CREATION OF FLAG LOTS IN WABASH PARK FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

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

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

STAFF ANALYSIS

An ordinance approving the variance request for Section 153.158(b)(2) to allow Wabash Park to create flag lots and provide access through a shared access easement. The Land Subdivision Committee and Springfield/Sangamon County Regional Planning Commission both recommend approval of the variance request. The subdivision is located south of Wabash Avenue, at the south end of the Mercantile Drive cul-de-sac.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: *Ruth B...*CITY PURCHASING AGENT: *[Signature]*SIGN OFF: *[Signature]*(Mayor's Signature) *GBH*

Date: _____

Date: 2/24/25

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2025-103

**AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP OF
WABASH PARK SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission have reviewed the location and sketch map of Wabash Park Subdivision; and

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

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission both recommend approval of the location and sketch map by the City Council.

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

Section 1: That the location and sketch map of Wabash Park Subdivision is hereby:
(The City Clerk shall check the following based upon the outcome of the vote.)

- () Approved
() Denied

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

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

- () Approval
() Denied

of said map 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

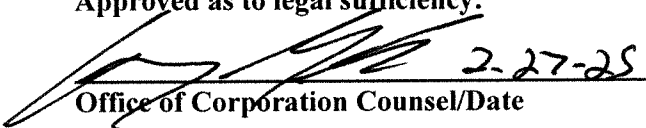
SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Chuck Redpath Sr.

Approved as to legal sufficiency:

 2-27-25
Office of Corporation Counsel/Date

**Requested by: Mayor Misty Buscher
Alderman Ralph Hanauer**

Location: Ward 10

ORDINANCE FACT SHEET

DATE OF 1st READING: 03/04/2025

OFFICE REQUESTING: Public Works

CONTACT PERSON: Daniel 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 LOCATION AND SKETCH MAP OF WABASH PARK SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

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

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

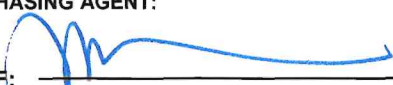
STAFF ANALYSIS

An ordinance approving the location and sketch map of Wabash Park Subdivision for the Office of Public Works. The Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission both recommend approval of the location and sketch map. The subdivision is located south of Wabash Avenue, at the south end of the Mercantile Drive cul-de-sac.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: Ruth Psh

CITY PURCHASING AGENT:

SIGN OFF: 

(Mayor's Signature)

Date: _____

Date: 2/24/25

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2025-104

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LETTER OF INTENT
BETWEEN THE CITY OF SPRINGFIELD AND THE STATE OF ILLINOIS FOR
MILLING AND RESURFACING WABASH AVENUE, STANFORD AVENUE,
AND MACARTHUR BOULEVARD FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, on February 10, 2025, the State of Illinois sent a letter of intent informing the City that the Illinois Department of Transportation (IDOT) is in the preliminary engineering phase to improve Wabash Avenue, Stanford Avenue, and Macarthur Boulevard; and

WHEREAS, the proposed improvements consist of, but are not limited to, milling and the resurfacing of Wabash Avenue from West Robbins Road to Macarthur Boulevard, Stanford Avenue from Macarthur Boulevard to 0.1 miles east, and Macarthur Boulevard to 0.1 miles North of Wabash Avenue to Junction Circle. In addition, the Department will be making sidewalk ramp improvements to comply with the Americans with Disability Act (ADA); and

WHEREAS, the City of Springfield is requested to sign a letter of intent with IDOT; and

WHEREAS, according to the department policy, the resurfacing of Stanford Avenue and Macarthur Boulevard would be split 80% Federal / 20% City, funding for the remainder of the project will be split 80% Federal / 20% State; and

WHEREAS, it is estimated that the City's cost will be \$108,100.00 for its share of improvements; and

WHEREAS, the City of Springfield will receive an agreement for execution prior to the project being bid by IDOT.

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

Section 1: That the Mayor is authorized to execute the letter of intent with the Illinois Department of Transportation a copy of which shall be on file in the Office of the City Clerk.

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

PASSED: _____, 2025

SIGNED: _____, 2025

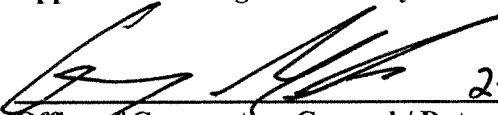
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 2-27-25
Office of Corporation Counsel / Date



Illinois Department of Transportation

Office of Highways Project Implementation / Region 4 / District 6
3215 Executive Park Drive / Springfield, Illinois 62703

February 10, 2025

VIA CERTIFIED MAIL AND EMAIL

Honorable Misty Buscher
Mayor of Springfield
Municipal Center West
300 S. 7th St., Room 106
Springfield, IL 62701

LETTER OF INTENT

RE: Routes: (FAP 664) Wabash Avenue, (FAU 7997) Stanford Avenue &
(FAP 610) MacArthur Boulevard
Section: 21RS-11,(G)RS-17
Sangamon County
D-96-057-12

Dear Mayor Buscher:

The Illinois Department of Transportation (IDOT) is in the preliminary engineering phase to improve Wabash Avenue, MacArthur Boulevard and Stanford Avenue. The proposed improvements consist of, but are not limited to, milling and resurfacing Wabash Ave. from west of Robbins Rd. to MacArthur Blvd., Stanford Ave. from MacArthur Blvd. to 0.1 miles east, and MacArthur Blvd. from 0.1 miles north of Wabash Ave. to Junction Circle. In addition, the Department will be making sidewalk ramp improvements to comply with the Americans with Disabilities Act (ADA).

This letter will show the intent of the Illinois Department of Transportation and the City of Springfield to enter into an agreement to share the cost associated with resurfacing Stanford Ave. from MacArthur Blvd. to 0.1 miles east & MacArthur Blvd. from Wabash Ave./MacArthur Blvd. intersection to Junction Circle. This joint agreement will be prepared by the Department during the final design stage of the project and will address cost participation and future maintenance responsibilities.

According to Department policy, the resurfacing of Stanford Ave. and MacArthur Blvd. would be split 80% Federal / 20% City. Funding for the remainder of the project will be split 80% Federal / 20% State.

The table provided below outlines an option that is available for the City's consideration. Please note the estimated construction costs for those improvements requiring City participation includes a 15% engineering fee.

2025-105

Letter of Intent
City of Springfield
February 10, 2025
Page Two

Division of Costs				
2026 FY Funding				
Improvements	Federal Cost	State Cost	City Cost	Total
80% Federal / 20% State (Resurfacing Wabash Ave. from W of Robbins Rd. to MacArthur Blvd.)	\$3,760,000	\$940,000	\$0	\$4,700,000
City of Springfield 80% Federal / 20% City (Resurfacing Stanford Ave. & MacArthur Blvd. S of Wabash/Stanford Ave.)	\$376,000	\$0	\$94,000	\$470,000
ENGINEERING COSTS (15%)			\$14,100	
TOTAL CITY COSTS			\$108,100	

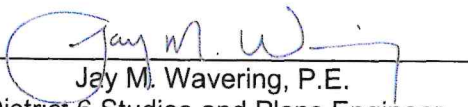
This project is currently included in the Department's Fiscal Year (FY) 2025-2030 Highway Improvement Program. We are tentatively targeting FY 2026 for construction of this improvement, subject to the availability of funds.

Please sign the enclosed **Letter of Intent** and return it with your original signature in the enclosed self-addressed, stamped envelope. Upon receipt of this copy, we will assume you agree to all terms stated herein.

If you have any questions, please contact Jay Edwards (217) 785-0597, or by email at jay.edwards@illinois.gov.

Sincerely,

Lora S. Rensing, P.E.
Director of Highways Project Implementation
Chief Engineer

By: 
Jay M. Wavering, P.E.
District 6 Studies and Plans Engineer

LSR/GBH/JMW/JDE/kea

cc: Wes Clark – D6 Programming
James Krstulovich – D6 Project Support

Enclosure

Letter of Intent
City of Springfield
February 10, 2025
Page Three

RE: Routes: (FAP 664) Wabash Avenue, (FAU 7997) Stanford Avenue, &
(FAP 610) MacArthur Boulevard
Section: 21RS-11,(G)RS-17
Sangamon County
D-96-057-12

Attn: Jay Edwards, P.E.

Please indicate the City's intent by checking one of the options below. Upon receipt of the signed copy, we will assume you agree to all terms stated herein.

☒ **Option 1**

Resurface Stanford Ave. from MacArthur Blvd. to 0.1 miles east and MacArthur Blvd. from Wabash Ave./MacArthur Blvd. intersection to Junction Circle. The total estimated cost to the City of Springfield is \$108,100.

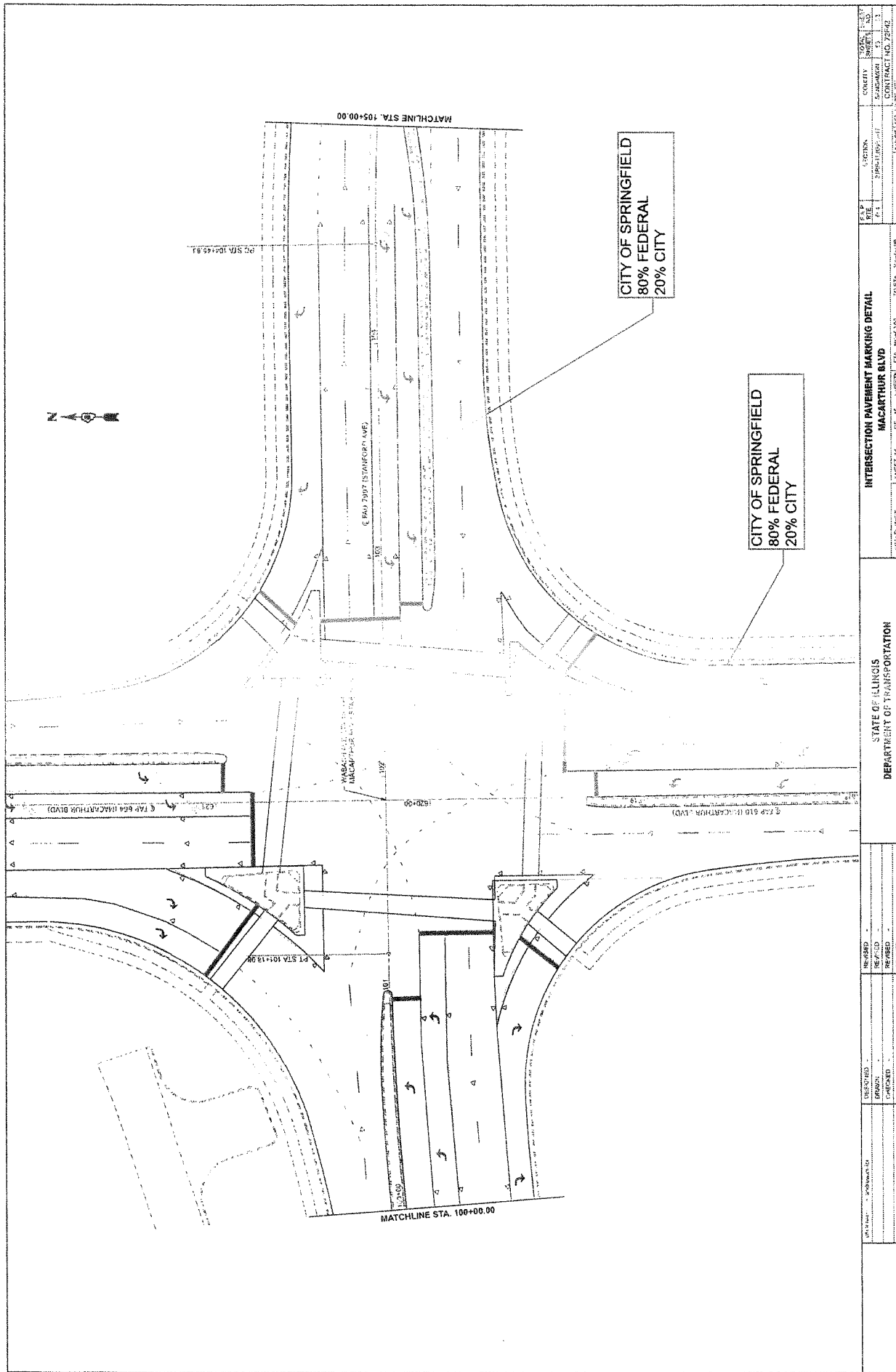
☐ **Option 2**

Do not resurface Stanford Ave. from MacArthur Blvd. to 0.1 miles east and MacArthur Blvd. from Wabash Ave./MacArthur Blvd. intersection to Junction Circle. Only resurface Wabash Ave. and the north leg of MacArthur Blvd. at no cost to the city.

Accepted:

Honorable Misty Buscher
Mayor of Springfield

Date



EX CURVE
 PVI STA = 105+97.41
 ELEVATION = 111.77
 G = 6%
 R = 651.72'
 L = 151.55'
 L = 200.00'
 E = 13.25'

PC STA = 104+46.23
 PT STA = 107+58.79

PVI STA = 105+97.41
 ELEVATION = 111.77
 PI STA = 105+87.41

NORTH ST

END IMPROVEMENT
 STA 107+104.82

DATE ON FILE		REVISION		PAVEMENT MARKING SHEETS		SECTION		TOWN		COUNTY	
DATE	BY	DATE	BY	STATE OF ILLINOIS		TOWN		COUNTY		SHEET NO. 1212	
DATE	BY	DATE	BY	DEPARTMENT OF TRANSPORTATION		COUNTY		COUNTY		SHEET NO. 1213	
DATE	BY	DATE	BY	STANDARD AVE		SHEET NO. 1214		SHEET NO. 1215		SHEET NO. 1216	
DATE	BY	DATE	BY	SHEET NO. 1217		SHEET NO. 1218		SHEET NO. 1219		SHEET NO. 1220	
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ORDINANCE FACT SHEET

REQUEST FORM NO: 25-14
DATE OF 1ST READING: 3/4/25

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

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

TYPE OF ORDINANCE: Letter of Intent - IDOT FISCAL IMPACT:
(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
A RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF INTENT BETWEEN THE CITY OF SPRINGFIELD AND THE STATE OF ILLINOIS FOR MILLING AND RESURFACING WABASH AVENUE, STANFORD AVENUE AND MACARTHUR BOULEVARD FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: IDOT VENDOR NO: OSTA 4950
CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one) Previous Ord #
☐ Low Bid ☒ Other: Letter of Intent Is Purchasing Agent approval required? No ☒ Yes ☐
☐ Low Bid Meeting Specs ☐ Exception: Is Purchasing Agent approval attached? No ☒ Yes ☐
☐ Low Evaluated Bid Code Provision:

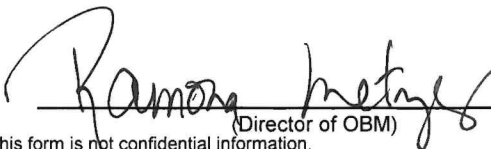
Accounting information (if more than four accounts, please attach list)

REVENUE						EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount	Fund	Agency	Org	Activity	Object	Amount
1						1					
2						2					
3						3					
4						4					

FUNDS CHECK BY: Date: 02-17-2025
DIRECTOR / SUPERVISOR SIGNATURE Date: 4 FEB 25
CITY PURCHASING AGENT: Date:

COMMENTS

The Letter of Intent informs the City that the State is planning to mill and resurface Wabash Avenue from Robbins Road to MacArthur Boulevard, Stanford Avenue from MacArthur Boulevard to 0.1 miles east and MacArthur Boulevard from 0.1 miles north of Wabash Avenue to Junction Circle. The City of Springfield acknowledges it shall have cost sharing responsibilities for the Stanford Avenue and MacArthur Boulevard portions of the milling and resurfacing with an estimated cost of \$108,100.

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

**A SUPPLEMENTAL RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY
UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 15-00483-00-BR
REGARDING 8TH STREET BRIDGE OVER SPRING CREEK, FOR THE OFFICE
OF PUBLIC WORKS**

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

WHEREAS, the City is required to notify the State of Illinois regarding the expenditure of Motor Fuel Tax Funds.

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

Section 1: That the following structure and streets be improved under the Illinois Highway Code:

8th Street Bridge Over Spring Creek

Section 2: That the proposed improvement consists the removal of existing SN 084-3222 and the construction of a three-span precast pre-stressed concrete deck beam bridge on concrete spill through abutments and concrete solid wall piers and all necessary approach roadway work. Said improvement to be designated as City Section 15-00483-00-BR.

Section 3: That the City anticipates using \$13,333.00 for costs associated with improvement of said section from its allotment of Motor Fuel Tax Funds.

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

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

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

PASSED: _____, 2025

SIGNED: _____, 2025

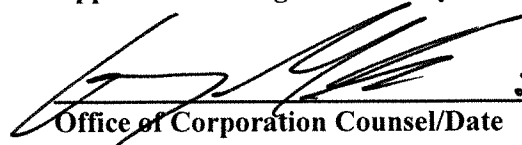
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel/Date 2-27-25



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Supplemental

Resolution Number

Section Number

15-00483-00-BR

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

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

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
8th Street	084-3222	TR 831	Springfield	Spring Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

This project includes the removal of existing SN 084-3222 and the construction of a three-span precast prestressed concrete deck beam bridge on concrete spill thru abutments and concrete solid wall piers and all necessary approach roadway work.

2. That there is hereby appropriated the sum of

thirteen thousand three hundred thirty three and 00/100 Dollars (\$13,333.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Charles Redpath Sr.

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

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

Name of Local Public Agency

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

Council

Governing Body Type

of Springfield

Name of Local Public Agency

at a meeting held on

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this March day of 2025

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-16
DATE OF 1ST READING: 3-4-25

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

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

TYPE OF ORDINANCE: MFT funding FISCAL IMPACT:

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

SUGGESTED TITLE:

A SUPPLEMENTAL RESOLUTION FOR THE MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 15-00483-00-BR (8TH STREET BRIDGE OVER SPRING CREEK) FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: State of Illinois VENDOR NO:

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

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

Method of Purchase (check one) Previous Ord #s

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: Date: 02-17-2025
DIRECTOR / SUPERVISOR SIGNATURE Date: 14 FEB 25
CITY PURCHASING AGENT: Date: 2-17-2025

COMMENTS

This supplemental resolution outlines to IDOT that we may spend \$13,333.00 from MFT funds to pay for construction engineering services for the project.

SIGN OFF:


(Mayor's Signature)


(Director of PDM)

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL AGREEMENT
WITH CUMMINS ENGINEERING CORP., FOR CONSTRUCTION
ENGINEERING SERVICES FOR THE 8TH STREET BRIDGE OVER
SPRING CREEK (MFT SECTION NO. 15-00483-00-BR; SN 084-3222) AND
AUTHORIZING AN ADDITIONAL \$13,333.00 FOR A TOTAL AMOUNT
NOT TO EXCEED \$240,565.00 FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, the City Council previously passed ordinance 171-04-23 authorizing an agreement for construction engineering services with Cummins Engineering Corp. for the 8th Street Bridge Over Spring Creek Project (MFT Section No. 15-00483-00-BR; SN 084-3222) in an amount not to exceed \$227,232.00 for the Office of Public Works; and

WHEREAS, the bridge is North of Veterans Parkway and Sangamon County Water Reclamation District Plant; and

WHEREAS, it is in the best interest of the City to authorize a supplemental agreement and additional payment of \$13,333.00 for a total not to exceed \$240,565.00.00 due to complications regarding utility relocation to Cummins Engineering Corp; and

WHEREAS, the City Purchasing Agent previously 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, the supplemental agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of a supplemental agreement and additional payment of \$13,333.00 for a total amount not to exceed \$240,565.00 to Cummins Engineering Corp. (MFT Section No. 15-00483-00-BR; SN 084-3222). The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make additional payment of \$13,333.00 for a total not to exceed \$240,565.00 to Cummins Engineering Corp. (OCU0094701) from account number 041-110-GAST-STRS-2306 upon satisfactory performance of the agreement.

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

PASSED: _____, 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

 2-27-25
Office of Corporation Counsel / Date



Using Federal Funds? ☒ Yes ☐ No Agreement For **Federal CE** Agreement Type **Supplement** Number **1**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Springfield	Sangamon	15-00483-00-BR	C-96-235-16
Project Number	Contact Name	Phone Number	Email
BRM5146(096)	Nathan Bottom	(217) 789-2255	nathan.bottom@springfield.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
8th Street	FAU 8067	540 Feet	084-6023

Location Termini	Add Location
Over Spring Creek north of IL Route 4 in Springfield, Illinois	
Existing SN 084-3222 / Proposed SN 084-6023	Remove Location

Project Description

Replace the existing structure with a three-span precast prestressed concrete deck beam bridge, with all necessary approach roadway and in-stream work. This Supplement includes additional labor needed to complete the final documentation and paperwork.

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

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

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Cummins Engineering Corp	Kim Cummins	(217) 726-8570	Kim@cumminsengineering.com
Address	City	State	Zip Code
135 West Lake Shore Drive	Springfield	IL	62703

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

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

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

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

☐ Lump Sum

☐ Specific Rate _____ (Maximum Fee \$150,000) (For Federal Projects this is limited to testing services only)

☒ Cost plus Fixed Fee: Anniversary

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

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

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Cummins Engineering Corp	37-1376743	\$13,333.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$13,333.00
Total for all work		\$13,333.00

AGREEMENT SIGNATURES

Attest: The

Local Public Agency Type	City
--------------------------	------

 of

Local Public Agency	Springfield
---------------------	-------------

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Springfield

 Local Public Agency Type

City

 Clerk

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name	Cummins Engineering Corp
------------------------------	--------------------------

By (Signature & Date)

Kimberly Cummins	Digitally signed by Kimberly Cummins Date: 2025.02.04 11:05:18 -06'00'
------------------	---

Title

CEO & President

By (Signature & Date)

Title

n/a

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Cummins Engineering Corp	Sangamon	15-00483-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

This supplement is needed to provide additional necessary documentation for the required final paperwork. The project has been constructed and is open to the public. The project took longer to construct due to complications last year with the project startup and related delays due to the derecho and the utility relocation issues.

With addition of this supplement, the total fee is $\$227,232 + \$13,333 = \$240,565$.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Cummins Engineering Corp	Sangamon	15-00483-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

The project is mostly complete. The road is open to the public. The only thing remaining on this project is completing the final paperwork required for documentation and final audit by IDOT.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Cummins Engineering Corp	Sangamon	15-00483-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

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

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

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds?

The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection.

Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project.

Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.

Agreement For

If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down.
If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.

Agreement Type Number

From the drop down, select the type of agreement, types to choose from are: Original or Supplemental
If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

Local Public Agency

Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.

County

Insert the name of the county in which the LPA is located.

Section Number

Insert the section number applied to this project without dashes, dashes are automatically inserted.

Job Number

Insert the job number assigned for the project, if applicable.

Project Number

Insert the project number assigned for this project, if applicable.

Contact Name

Insert the name of the LPA contact for this project.

Phone Number

Insert the phone for the LPA contact listed to the left without dashes.

Email

Insert the email for the LPA contact listed to the left.

Section Provisions

Location

Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.

Local Street/Road Name

Insert the local street/road name.

Key Route

Insert the key route of the street/road listed to the left, if applicable.

Length

Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.

Structure Number

Insert the existing structure number(s) for this project.

Location Termini

Insert the beginning and ending termini as it pertains to this location for this project.

Add Location

Use this button to add additional location.

Remove Location

Use this button to remove a location added in error. Please note that at least one location is required.

Project Description

Insert a description of the work to be accomplished by this project.

Engineering Funding

Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.

Anticipated Construction Funding

Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Primary Consultant (Firm) Name	Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Address	Insert the address of the firm listed to the left.
City	Insert the city of the firm listed to the left.
State	Insert the state of the firm listed to the left.
Zip Code	Insert the zip code of the firm listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
Exhibit A	Insert the scope of services covered by this agreement/ project. This exhibit is required.
Exhibit B	Insert the project schedule that applies to this agreement/ project. This exhibit is required.
Exhibit C	Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.
Exhibit D	Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
-------------------	--

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk



Illinois Department
of Transportation

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

Local Public Agency	County	Section Number
City of Springfield	Sangamon	15-00483-00-BR
Prime Consultant (Firm) Name	Prepared By	Date
Cummins Engineering Corporation	Kim Cummins	1/28/2025
Consultant / Subconsultant Name	Job Number	
	C-96-235-16	

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

Remarks

This is Supplement 1 to the original agreement.

PAYROLL ESCALATION TABLE

CONTRACT TERM	MONTHS	OVERHEAD RATE
3		167.77%
START DATE	1/1/2025	COMPLEXITY FACTOR
RAISE DATE	ANNIVERSARY	0
		% OF RAISE
		2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

1.5

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.25%

The total escalation for this project would be: 0.25%

City of Springfield

Sangamon

15-00483-00-BR

--

C-96-235-16

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

ESCALATION FACTOR	0.25%
-------------------	-------

[illegible]

Local Public Agency

City of Springfield

Consultant / Subconsultant Name

County

Sangamon

Section Number

15-00483-00-BR

Job Number

C-96-235-16

COST ESTIMATE WORKSHEET

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

OVERHEAD RATE **167.77%**

167.77%

COMPLEXITY FACTOR

0.00%

[illegible]

Printed 2/4/2025 11:20 AM
Page 3 of 4

BLR 05513 (Rev. 02/09/23)

City of Springfield

Sangamon

15-00483-00-BR

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C-96-235-16

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

1 OF 1

TOTALS

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-15

DATE OF 1ST READING: 3-4-25

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: \$13,333.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL CONSTRUCTION ENGINEERING AGREEMENT FOR THE EIGHTH STREET BRIDGE OVER SPRING CREEK (MFT SECTION NO. 15-00483-00-BR) (SN 084-3222) WITH CUMMINS ENGINEERING CORP. IN AN AMOUNT NOT TO EXCEED \$13,333.00 FOR THE OFFICE OF PUBLIC WORKS.

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

Agreement

CONTRACTOR / VENDOR NAME: Cummins Engineering Corp.

VENDOR NO: CU0094701

CONTRACT TERM: Completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$227,232.00

(Original amount if change order)

Change Order #

\$ 13,333.00

Additional Amount

Method of Purchase (check one)

Previous Ord #

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

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2306
2					\$13,333.00
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This Ordinance is for supplemental Construction Engineering Services for the Eighth Street Bridge over Spring Creek. The bridge is north of Veterans Parkway and Sangamon County Water Reclamation District plant. This supplement is needed to provide additional necessary documentation to finalize paperwork for project closeout. The project took longer to construct due to complications last year with the project startup and related delays due to the derecho and utility relocation issues. IDOT will reimburse the City up to 80% of the cost.

SIGN OFF:

(Mayor's Signature)

GEM

(Director of OBM)

AN ORDINANCE AUTHORIZING PAYMENT IN THE AMOUNT OF \$39,123.75 TO TIMOTHY BOLTZ, A CURRENT CITY OF SPRINGFIELD TRUCK DRIVER LABORER, FOR SETTLEMENT OF A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 23-WC-008036

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, Timothy Boltz, a current City Employee since 2018, working in the Public Works Department, reported a work-related injury on January 31, 2023; and

WHEREAS, Timothy Boltz filed a workers' compensation claim, case no. 23-WC-008036; and

WHEREAS, Timothy Boltz is willing to settle his workers' compensation claim in the amount of \$39,123.75; and

WHEREAS, Livingstone, Mueller, Bima and Murphy, P.C., the City's legal advisors, have recommended that settlement of Timothy Boltz's workers' compensation claim for case number 23-WC-008036 in the amount of \$39,123.75 would be in the best interest of the City financially.

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

Section 1: That the City Council hereby authorizes full and final settlement in the amount of \$39,123.75 to Timothy Boltz, a current City employee with the Public Works Department, for his workers' compensation claim for case number 23-WC-008036.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of \$39,123.75 from Account Number 074-107-BGMT-WCMP-2205 to Timothy Boltz and his attorney Martin J. Hazel at Livingstone, Mueller, Bima, and Murphy P.C. Law Firm.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

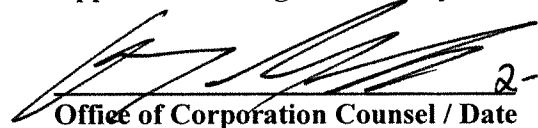
Mayor Misty Buscher

ATTEST: _____

City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 2-27-25
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: W004233052

WORKERS' COMPENSATION CLAIM #: 23WC008036

WORKERS' COMPENSATION COMMISSION DECISION#:

TYPE OF ORDINANCE: ☒ WORKERS' COMPENSATION SETTLEMENT
☐ WORKERS' COMPENSATION AWARD

TYPE OF AWARD/CASE: ☐ DEATH
☒ PERMANENT PARTIAL DISABILITY
☐ PERMANENT TOTAL DISABILITY
☐ WAGE DIFFERENTIAL

LAW FIRM HANDLING CASE & CONTACT PERSON: Livingstone, Mueller, Bima & Murphy, P.C.
L. Robert Mueller

NAME OF EMPLOYEE: Tim Boltz

ATTORNEY: Martin J. Haxel

DEPARTMENT: Public Works

JOB TITLE: Truck Driver Laborer

STATUS: ☒ CURRENT EMPLOYEE ☐ FORMER EMPLOYEE

DATE OF ACCIDENT: 1/31/2023

DESCRIPTION OF ACCIDENT: Loading trash into truck with a pitchfork

% OF LOSS OF USE: 15% MAW - \$39,123.75 (\$521.65 PPD rate)

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: \$ INTEREST PAID: \$

AMOUNT OF AWARD NOT YET PAID: MEDICAL: \$ TTD: \$ OTHER

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE

OBM

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 2/18/2025

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Greg Moredock

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Work Comp Settlement

FISCAL IMPACT: \$39,123.75

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO TIMOTHY BOLTZ, A CURRENT CITY OF SPRINGFIELD TRUCK DRIVER LABORER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE #23WC008036 IN THE AMOUNT OF \$39,123.75.

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

CONTRACTOR / VENDOR NAME: Timothy Boltz & Attorney Martin J Haxel

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid

☒ Other: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☒ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☒ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BGMT	WCMP	2205	\$39,123.75
2						
3						
4						

FUNDS CHECK BY: C. Heingel

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE Ramon Metzger

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Timothy Boltz, hired on January 8, 2018, as a City of Springfield Public Works employee reported a work injury on January 31, 2023. Mr. Boltz filed a workers compensation claim (Case# 23WC008036) and is willing to settle in the amount of \$39,123.75. Livingstone, Mueller, Bima & Murphy, P.C. the city's legal advisor, also recommend payment in the amount of \$39,123.75 to settle (Case #23WC008036).

SIGN OFF: _____

(Mayor's Signature)

GEM

Ramon Metzger

(Director of OBM)

02/04/2025

AN ORDINANCE AUTHORIZING A DECREASE IN THE NUMBER OF CLASS "B1" AND AN INCREASE IN THE NUMBER OF CLASS "B" LIQUOR LICENSES BY ONE FOR SHRI KASHTBHANJAN DEV., CORPORATION, D/B/A SUPER MART LOCATED AT 901 EAST COOK STREET

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, Shri Kashtbhanjan Dev. Corporation currently holds a Class "B1" liquor license and has applied for Class "B" liquor license for the business known as Super Mart located at 901 East Cook Street; and

WHEREAS, all phases of the application process have been met; and

WHEREAS, in order for the Local Liquor Commission to issue said license, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17, of the 1988 City of Springfield Code of Ordinances, as amended.

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

Section 1: That the City Council hereby authorizes a decrease in the number of Class "B1" liquor licenses and an increase in the number of Class "B" liquor licenses by one for Shri Kashtbhanjan Dev. Corporation d/b/a Super Mart located at 901 East Cook Street.

Section 2: That this ordinance shall take effect 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.

REQUESTED BY:

Mayor Misty Buscher

Approved as to legal sufficiency:


Office of Corporation Counsel / Date

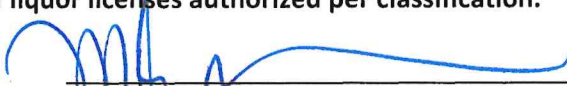
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
03/04/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Shri Kashtbhanjan Dev. Corporation dba Super Mart		
LOCATION:	901 E. Cook		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	License classification change with 12:00 a.m. closing time		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
I	B	Packaged sales	12:00 a.m.
D	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2 :00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	2:00 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	2:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:



Mayor's Signature

GEM



Date

AN ORDINANCE AUTHORIZING AN INCREASE IN THE NUMBER OF CLASS "AA" LIQUOR LICENSES BY ONE 5TH STREET GEM, INC., FOR THE PROPERTY LOCATED AT 221 S. 5TH STREET LOCATED AT PIN: 14-34.0-107-054

WHEREAS, 5th Street Gem, Inc., ("Applicant") has applied to the Local Liquor Control Commission for a Class "AA" liquor license for the establishment located at PIN: 14-34.0-107-054; and

WHEREAS, all phases of the application process have satisfactorily been met; and

WHEREAS, in order for the Local Liquor Control Commission to issue the license to the Applicant, it is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to request an increase in the number of Class "AA" Liquor Licenses authorized.

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

Section 1: That the City Council hereby authorizes an increase in the number of Class "AA" liquor licenses by one.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

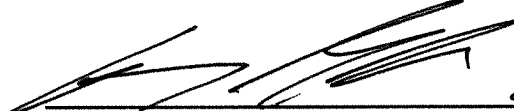
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

REQUESTED BY:

Mayor Misty Buscher

Approved as to legal sufficiency:

 2-28-25

Office of Corporation Counsel / Date

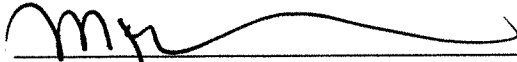
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
03/04/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	5 th Street Gem, Inc.		
LOCATION:	PIN: 14-34.0-107-054 - 221 S. 5 TH Street		
EMERGENCY PASSAGE: (Please check one)	☒ YES	☒ X	☐ NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	License classification change with 12:00 a.m. closing time		

Column1	Column2	Column3	Column4
I	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	12:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2 :00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	2:00 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	2:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:


Mayor's Signature

GEM

2/28/25
Date

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR
LICENSES BY ONE FOR NEXT MORNING COMPANY D/B/A HARVEST
KITCHEN & BAR LOCATED AT 4241 CONESTOGA DRIVE**

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, Next Morning Company has applied for a Class "D" liquor license for the business known as Harvest Kitchen & Bar located at 4241 Conestoga Drive; and

WHEREAS, all phases of the application process have been satisfactorily met; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

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

Section 1: That the City Council hereby approves an increase in the number of Class "D" liquor licenses by one.

Section 2: That this ordinance shall take effect 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.

REQUESTED BY:
Mayor Misty Buscher

Approved as to legal sufficiency:

 2-27-25
Office of Corporation Counsel / Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
3/4/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Next Morning Company d/b/a Harvest Kitchen & Bar		
LOCATION:	4241 Conestoga Dr.		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Restaurant wanting to sell alcohol for onsite consumption		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
I	D	In conjunction with restaurant	2:00 a.m.
	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2:00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	2:00 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	2:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF: 
Mayor's Signature GEM


Date

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 25-47 AND EXECUTION OF AN AGREEMENT WITH MRNW LLC FOR PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL LOT LOCATED AT 2051 WEST MONROE STREET (FORMERLY KNOWN AS FIRE STATION NO. 8) IN THE AMOUNT OF \$100,000.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction located at 2051 West Monroe Street (formerly known as Fire Station No. 8) over matters pertaining to its government and affairs; and

WHEREAS, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

WHEREAS, proposals of property for (CS 25-47) were sought by MRNW LLC, and returned to the City of Springfield, Sangamon County, Illinois, by January 23, 2025; and

WHEREAS, in response to the City's request for proposals CS 25-47, the City has received a proposal for purchase of one parcel in the \$100,000.00, said parcel being located at 2051 West Monroe Street (formerly known as Fire Station No. 8) and legally described on Exhibit A attached hereto; and

WHEREAS, it is in the best interests of the City to accept the bid and enter into an Agreement with MRNW, LLC for sale of city-owned property located at 2051 West Monroe Street (formerly known as Fire Station No. 8;) and

WHEREAS, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

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

Section 1: That at least two-thirds of the City Council hereby declares 2051 West Monroe Street (formerly known as Fire Station No. 8) as surplus property and authorizes acceptance of a proposal under CS 25-47 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$100,000.00.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

Section 3: That the Office of Budget and Management is hereby directed to deposit the amount of \$100,000.00 into revenue account 001-107-BMGT-ACCT-0242.

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

PASSED: _____, 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

 2-27-25

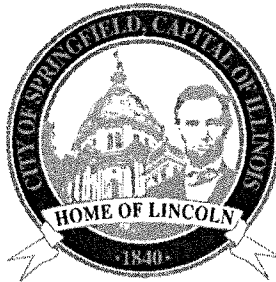
Office of Corporation Counsel / Date

REQUEST FOR
PROPOSAL

CS25-47

For

**SALE OF REAL ESTATE AT
2051 WEST MONROE STREET
(FORMERLY FIRE STATION #8)**



Misty Buscher, Mayor
City of Springfield, Illinois

**REQUEST FOR PROPOSAL FOR SALE OF REAL ESTATE AT
2051 WEST MONROE STREET, SPRINGFIELD
(FORMERLY FIRE STATION #8)**

The City of Springfield (the "City") hereby requests proposals for the sale and redevelopment of real estate currently owned by the City of Springfield located at 2051 West Monroe Street, Springfield, Illinois 62704 (the "Property").

I. OPEN HOUSE

No Open House is scheduled. Site visits can be done by contacting Chief Ed Canny or Assistant Chief Nick Zummo, Springfield Fire Department at 217-788-8474 to schedule a meeting time. Available times are from 8:00am to 4:30pm –Monday thru Friday.

In addition, all information provided by the City is deemed reliable but is not guaranteed and should be verified by the bidder before a proposal is submitted.

II. PROPERTY DETAILS

Legal Description: See Appendix A. Situated in Sangamon County, Illinois.

Parcel Identification Number: **14-32.0-103-038**

All information provided by the City should be independently verified.

III. PROPOSAL REQUIREMENTS

Proposals should include the following items:

1. Proposed purchase price;
2. A description of the proposed use/reuse of the Property;
3. Redevelopment budget; and
4. The name, address and telephone number of the contact person for the bidder;

*** Please see proposal pages in Section III. ***

IV. TERMS AND CONDITIONS OF SALE

The sale of the Property will be subject to, but not limited to, the following conditions:

- (1) **Minimum Bid.** The City reserves the right to reject any proposal to purchase the Property. There will be no minimum bid for this proposal.

- (2) **Opportunity for Inspection.** The City will allow the selected bidder a period of thirty (30) days, following the date that the bidder is selected by City staff, to enter the Property at the bidder's own risk for the purposes of surveying, testing, inspecting, or investigating the Property to determine if the Property is suitable for the bidder's purposes; provided, however, that the bidder shall keep the Property free and clear of any liens arising from or relating to any such activities. The bidder will be required to indemnify and hold the City free and harmless from and against any losses, damages, claims, suits or expenses resulting from any such activities and the bidder shall have any and all members of its due diligence team entering upon the Property to sign releases of liability for the City, its employees and its elected and appointed officials (collectively, the "Released Parties") prior to entering the Property.
- (3) **Assumption of Responsibility for Inspection.** The bidder will be responsible for approving all inspections, investigations, tests, surveys and other due diligence deemed necessary by the bidder in connection with the acquisition of the Property, and the City shall assume no responsibility to the bidder for the scope and approval of any such due diligence.
- (4) **No Representations or Warranties from the City.** The bidder must enter into a agreement with the intention of relying upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property and the bidder must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the City or anyone acting or claiming to act, by, through, under or on the City's behalf concerning the Property. The bidder will review, prior to entering into an agreement with the City, all items which in the bidder's sole judgment affect or influence the bidder's acquisition and use of the Property. Accordingly, the City will only agree to sell the Property on an **"AS IS, WHERE IS, WITH ALL FAULTS"** basis, and the City will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The bidder must be willing to accept the title to the Property on an **"AS IS"** and **"WHERE IS"** basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the City hereby disclaims. No warranty or representation will be made by the City as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the bidder's proposed redevelopment of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the City will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses

which the bidder may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

- (5) **Release of the City from Liability for Property Condition.** The bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Released Parties from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of the execution of an agreement, which the bidder has or may have in the future, arising out of the physical or environmental condition of the Property, including, without limitation, claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or to the extent allowable under any similar federal, state or local statute, rule or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the City.
- (6) **Redevelopment/Renovation.** All work to be performed to industry standards, local, state and federal codes. Local permits and inspections are the responsibility of the proposer.
- (7) **Payment.** Payment must be made by Certified Check, Official Check, or Bank Draft. Personal checks, money orders, or credit cards are not acceptable. All debt owed to the City must be paid prior to payment and release of deed. If the City determines you owe a debt we will send notice to pay or dispute the debt. If you have a common name the City may contact you for additional identifying information including but not limited to your social security number, state identification and/or date of birth.
- (8) **Conditions of the Sale.** The Purchaser agrees to purchase the building located at 2051 West Monroe Street, Springfield, Illinois, in accordance with the law and this Agreement. Upon purchase of the property, the Homeowner(s) shall execute a recapture agreement to the City. The City of Springfield prefers that the homeowner own the home for a period of no less than five years, however final determination will be made upon review of applications/proposals received. The homeowner agrees that it shall keep, maintain and repair in good fashion the home. The Homeowner will not transfer or assign all or any part of its interest, for a period of five years except for collateral purposes when and if required by homeowner's commercial lender, in this agreement without the express written consent of the Mayor or his/her designee, such consent not to be reasonably withheld.

- (9) **Tax Proration** For the month and year in which this sale of listed property becomes effective, there shall be no proration of the property taxes against said property from the City of Springfield. Purchaser assumes all property tax liability upon closing.
- (10) **Real Estate Agent Commission** In an effort to increase a return on its investment, the City shall be willing to pay up to 3% Buyer's Agent commission to any licensed real estate agent or broker acting as the agent for a selected property sale. This commission will be paid for as part of the closing settlement of the listed property for sale. Any licensed agent should submit their information as part of the Proposal Section indicating they are a buyer's agent acting on behalf of the individual making the proposal.
- (11) **The City reserves the right to impose other conditions to the sale of the Property.**

V. **EVALUATION CRITERIA**

Price will not be the only factor determining the successful bidder on the property. Price must meet minimum bid requirement. The proposed use of the land shall be one that enhances the neighborhood in a positive manner, this would include adjacent property ownership of real estate. Preference will be given for individuals purchasing the property for use as their primary residence, residential use, and no zoning changes.

The proposals will be evaluated based on the following criteria:

Price	50 (points or %)
Use of Property	25 (points or %)
Property Improvements	25 (points or %)

The City reserves the right to accept the proposal that is most advantageous for it. Each respondent must include a detailed description of their intended use of the property. A committee of City staff will review all proposals and a contract may be awarded at any time after the initial submission period. The City reserve the right to deny any proposal that is incomplete, does not meet specifications, or does not support the goals of the program.

VI. **PROPOSAL TIMELINE**

Applications must be submitted to the Office of the Purchasing Agent online at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx>, by 3:00 p.m. Central Time on Thursday, January 23, 2025.

If the property is unsold, beginning January 24, 2025 the request for proposal will

remain open until June 30, 2025. Proposals submitted during this time will be non-competitive, in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to deny any and all proposals and applications and waive any informalities or irregularities in the proposals. The City further reserves the right to review and study any and all proposals and to make a contract award at any time prior to June 30, 2025 on the properties included herein.

VII. SUBMISSION

All proposals will be reviewed by City staff so that a recommendation may be made to the Purchasing Agent and for consideration by the City Council. All information submitted may be used in the evaluation of a proposal.

The City reserves the right: (1) to cancel this RFP at any time for any reason; (2) to accept or reject any and all proposals and (3) to request additional information prior to or upon the final selection of a purchaser/developer.

In its selection of a proposal, the City reserves the right to negotiate with any or all bidders including without limitation by negotiating all or portions of different proposals or by requesting additional offers from any or all bidders, and to waive requirements of the RFP if it is in the best interest of the City to do so.

The final proposed agreement will be subject to approval by the Council of the City of Springfield.

VIII. Contact

A prospective bidder, who is in doubt as the meaning of any part of the Contract Documents, or of any addenda, may submit to the Purchasing Agent a written request for interpretation.

Such requests shall be addressed to: Office of the Purchasing Agent
Email: Purchasing@Springfield.il.us
Phone: (217) 789-2191

Any necessary clarifications will be made in the form of a written addendum which will be issued to all potential bidders. Any questions or clarification requests must be received by the Office of the Purchasing Agent at least 10 days prior to the bid opening date.

EXHIBIT A
FORMER FIRE HOUSE #8 - 2051 WEST MONROE STREET

Legal Description:

That part of Lot 322 of Charles S. Wanless' Knox Knolls Subdivision, Seventh Addition, more particularly described as follows: Beginning at the front lot corner common to Lots 322 and 321; thence Southwesterly along the Northerly line of Monroe Street, measure 100 feet; thence deflecting to the right 90 degrees, measure 169.5 feet to a point on the rear lot line of lot 322; thence Northeasterly along said rear lot line, measure 100.8 feet to the rear lot corner common to Lots 322 and 321; thence Southeasterly 157 .0 feet to the point of beginning.

Subject to an easement for sanitary sewer purposes over the 5 feet of Lot 322 adjacent to Lot 321.

Property Tax

Sangamon County, Illinois



Selected Parcel: 14-32.0-103-038

Location: 2051 W MONROE ST

Current Assessment 2024 Payable 2025

Name & Mailing Address	Property Address	Exemptions
CITY OF SPRINGFIELD	2051 W MONROE ST	* None *
% CHIEF SURVEYOR	SPRINGFIELD, IL 62704	
300 S 7TH STE 203		
SPRINGFIELD, IL 62701-1931	Legal Description	
	KNOX KNOLLS SEVENTH ADDN NE	
Class 95 TOTALLY EXEMPT REAL ESTATE	100' L 322	
Mortgage Company		
% CHIEF SURVEYOR	Non-Farm Acres 0.00 Farm Acres 0.00	
Status Active	Volume 10 Page 183	
Tax Code 001		

Assessment Values

	Prior Year Board of Review Equalized	Assessor Changes	Board of Review Changes	Board of Review Equalized
		Finalized	Not Finalized	Not Finalized
Status	Active	Active		
Class	TOTALLY EXEMPT REAL ESTATE	TOTALLY EXEMPT REAL ESTATE		
Tax Code	001	001		
Reason				
Non-Farm Land	0	0		
Non-Farm Building	0	0		
Farm Land	0	0		
Farm Building	0	0		
1st Time Non-Farm Building	0	0		
1st Time Farm Building	0	0		
* TOTAL *	0	0		

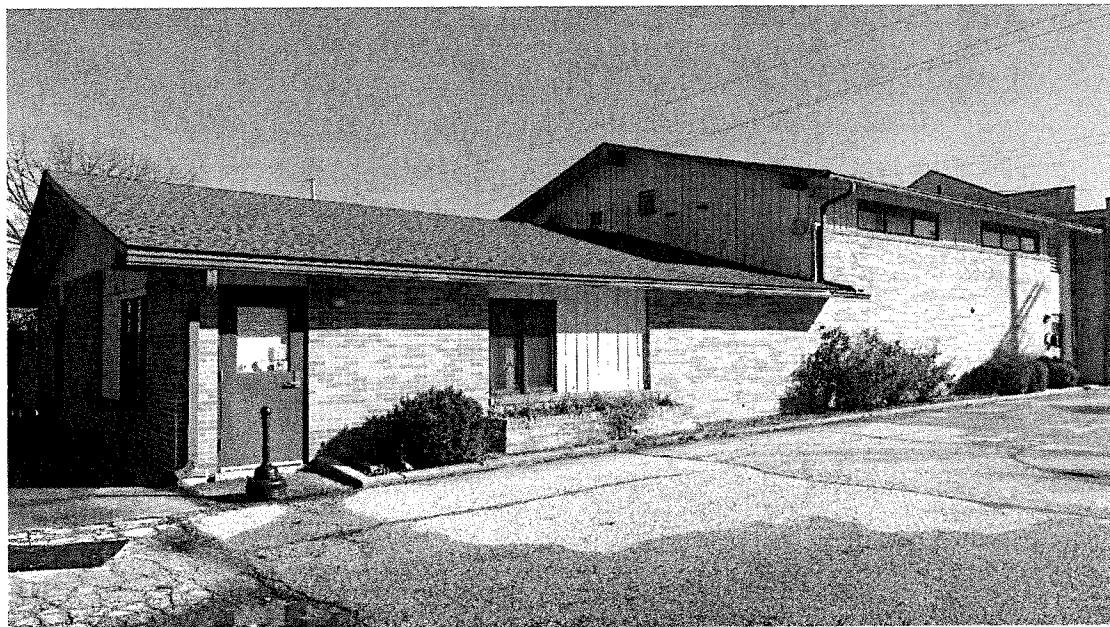
Current Billing Details 2023 Payable 2024

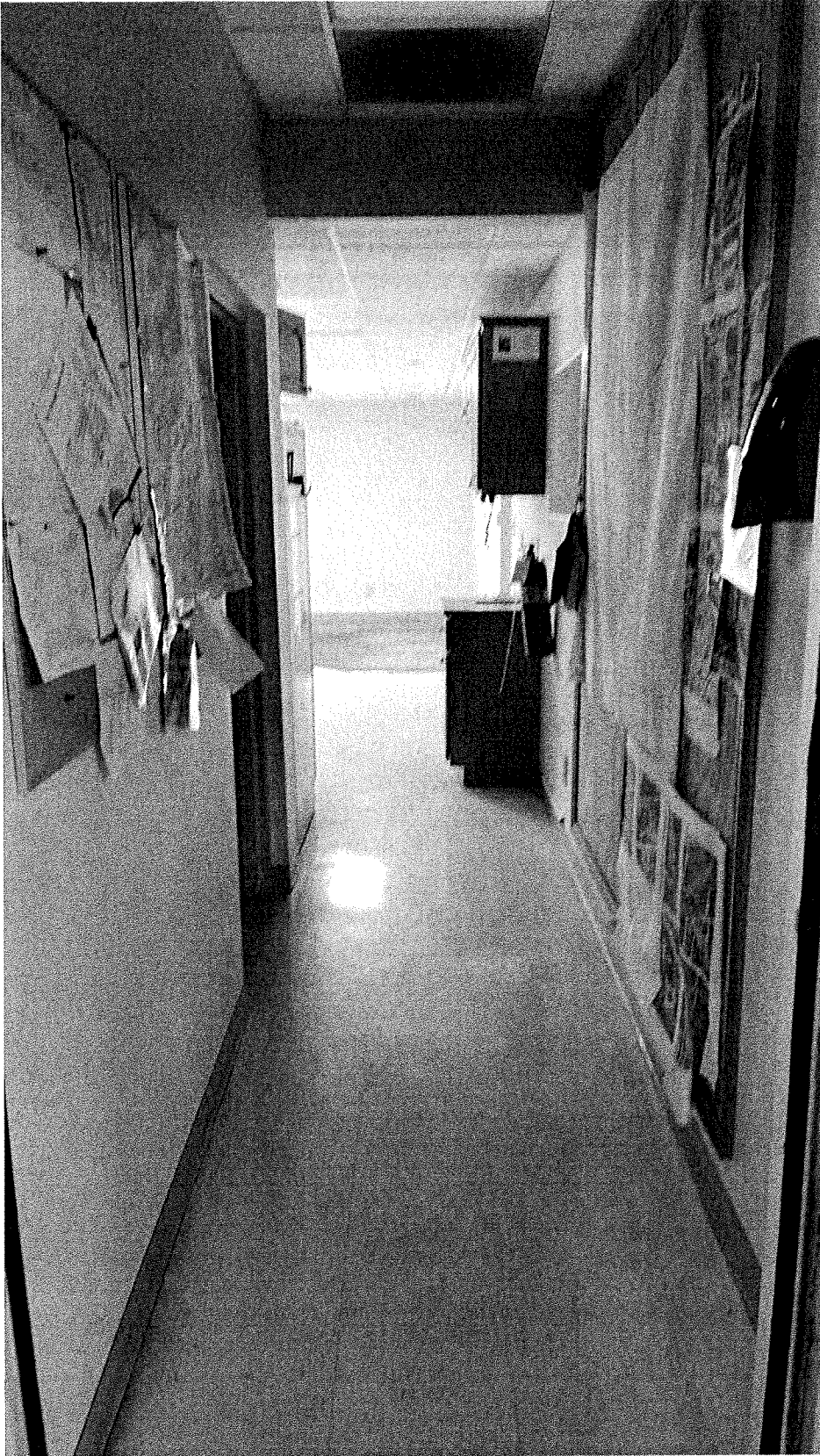
Payment History, Year 2023 Payable 2024					
No	Date	Amount	Penalty	Other Costs	Transaction Type
No Payments for Tax Year					

Assessment Information	Bill Information	Installment Detail
------------------------	------------------	--------------------

2025-112

Assessment Year	2023-2024	Tax Year	2023-2024	1st Installment
Fair Market Value	0	Value After Exemptions	0	Due Date 06/07/2024
Assessed Value	0	Tax Rate	8.8411%	Tax Due \$0.00
Township Multiplier	1.0542	Tax Extended	\$0.00	2nd Installment
Value After Township Multiplier	0	Adjustments	\$0.00	Due Date 09/06/2024
County Multiplier	1.0000	Tax Billed	\$0.00	Tax Due \$0.00
Equalized Value	0	Payments	-\$0.00	No payments are currently scheduled.
Value After Exemptions	0			
		Tax Due	\$0.00	
		1st Installment	\$0.00	
		2nd Installment	\$0.00	





2025-112



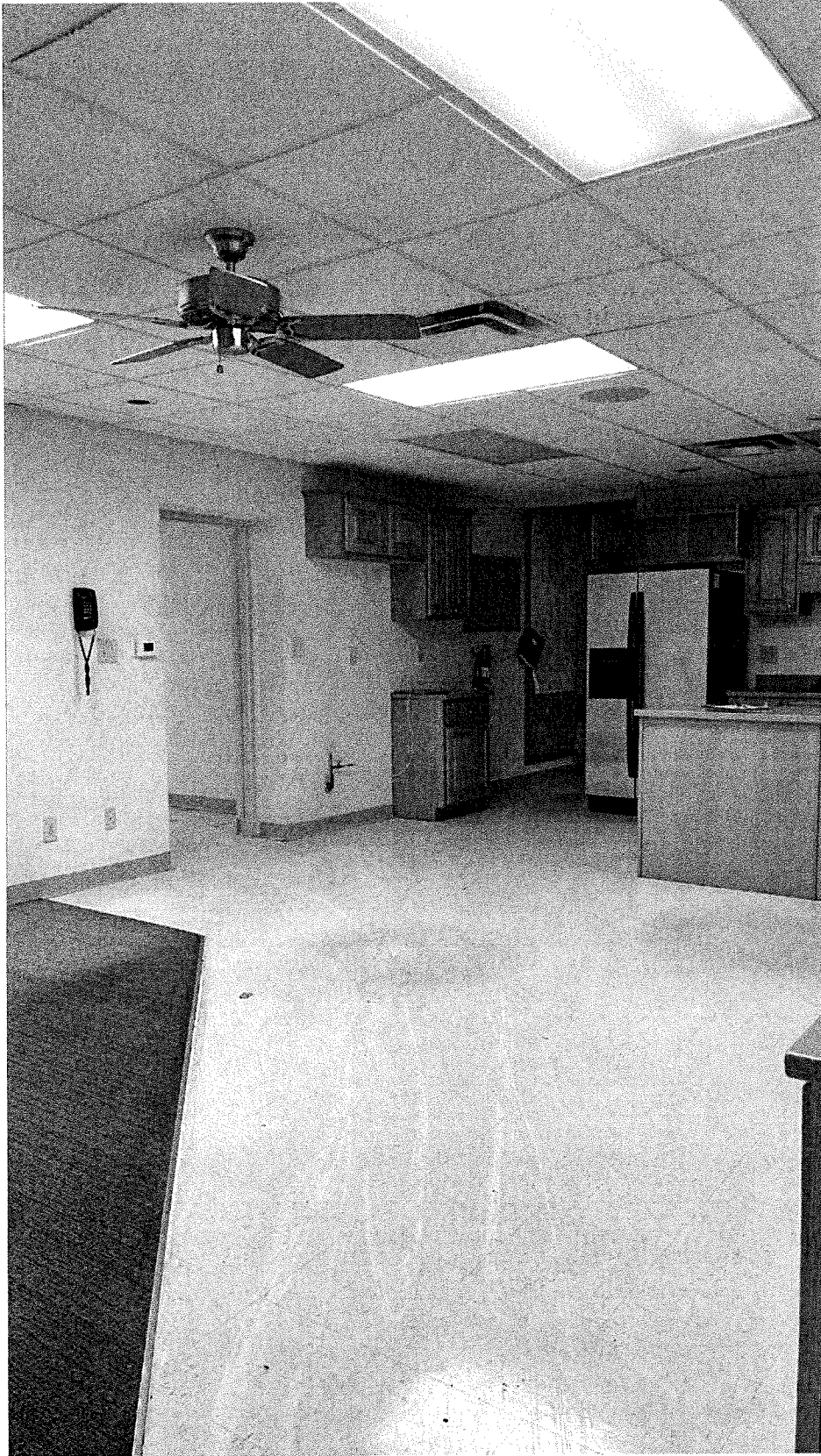
2025-112



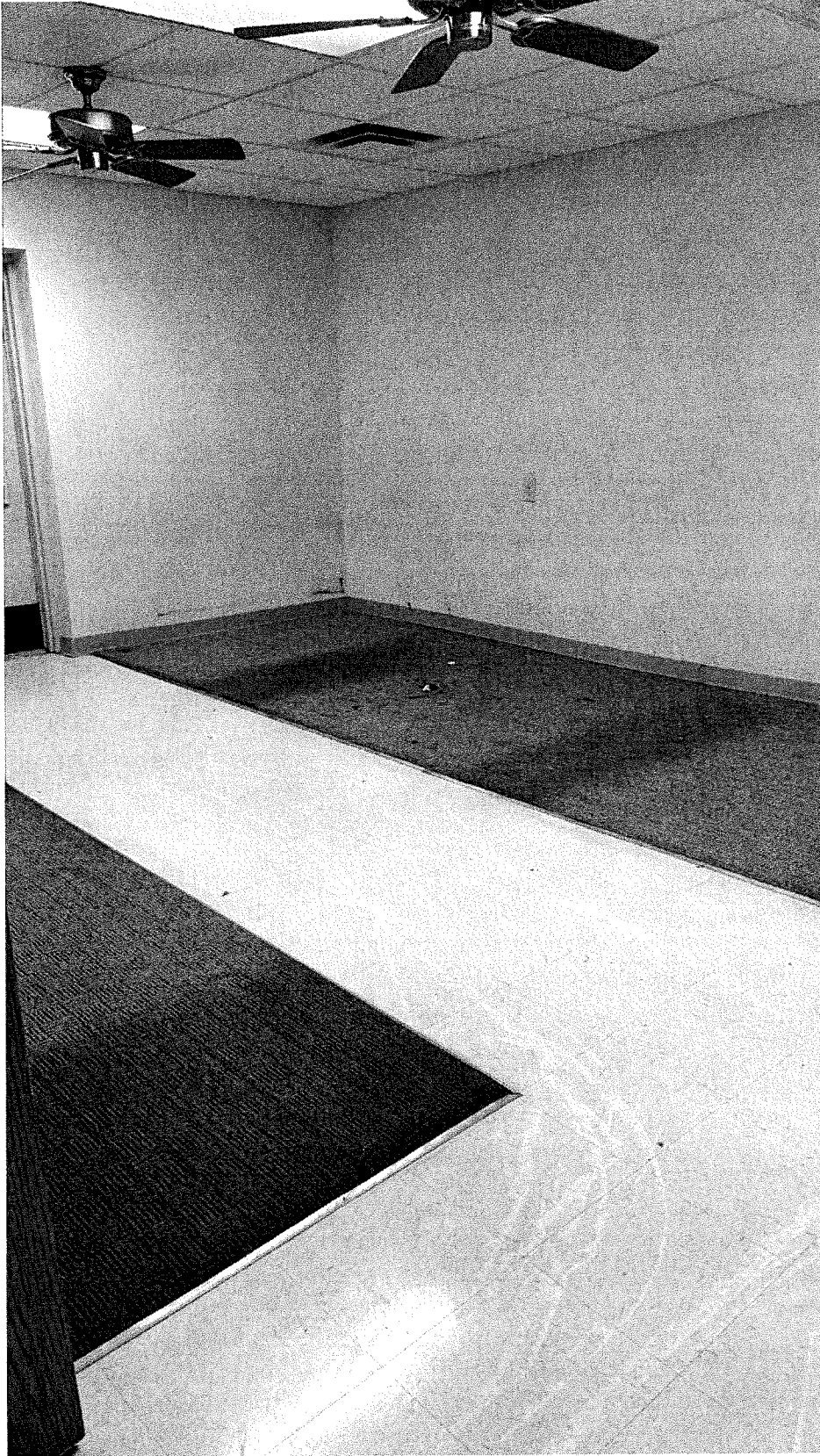
2025-112



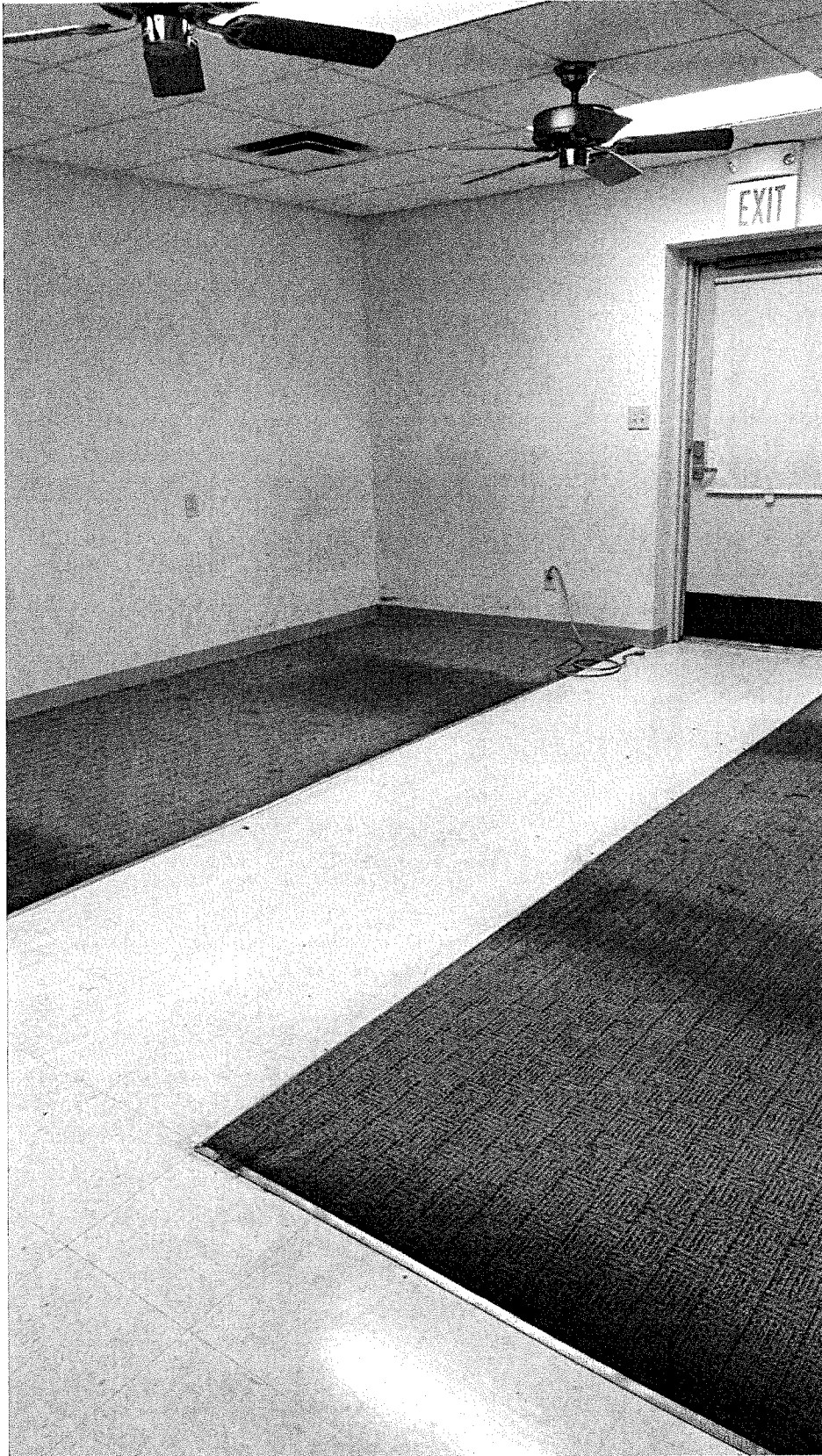
2025-112



2025-112



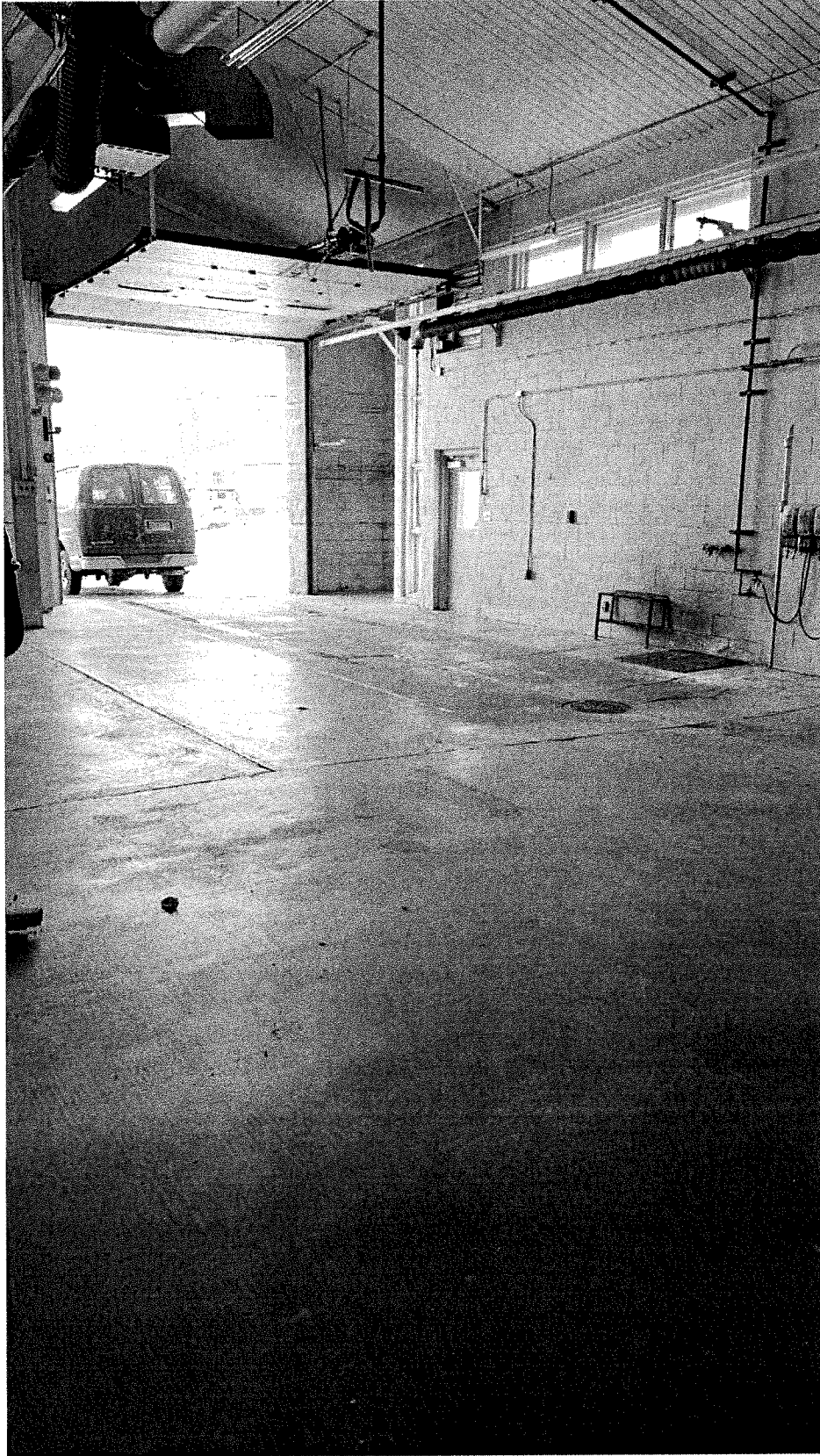
2025-112



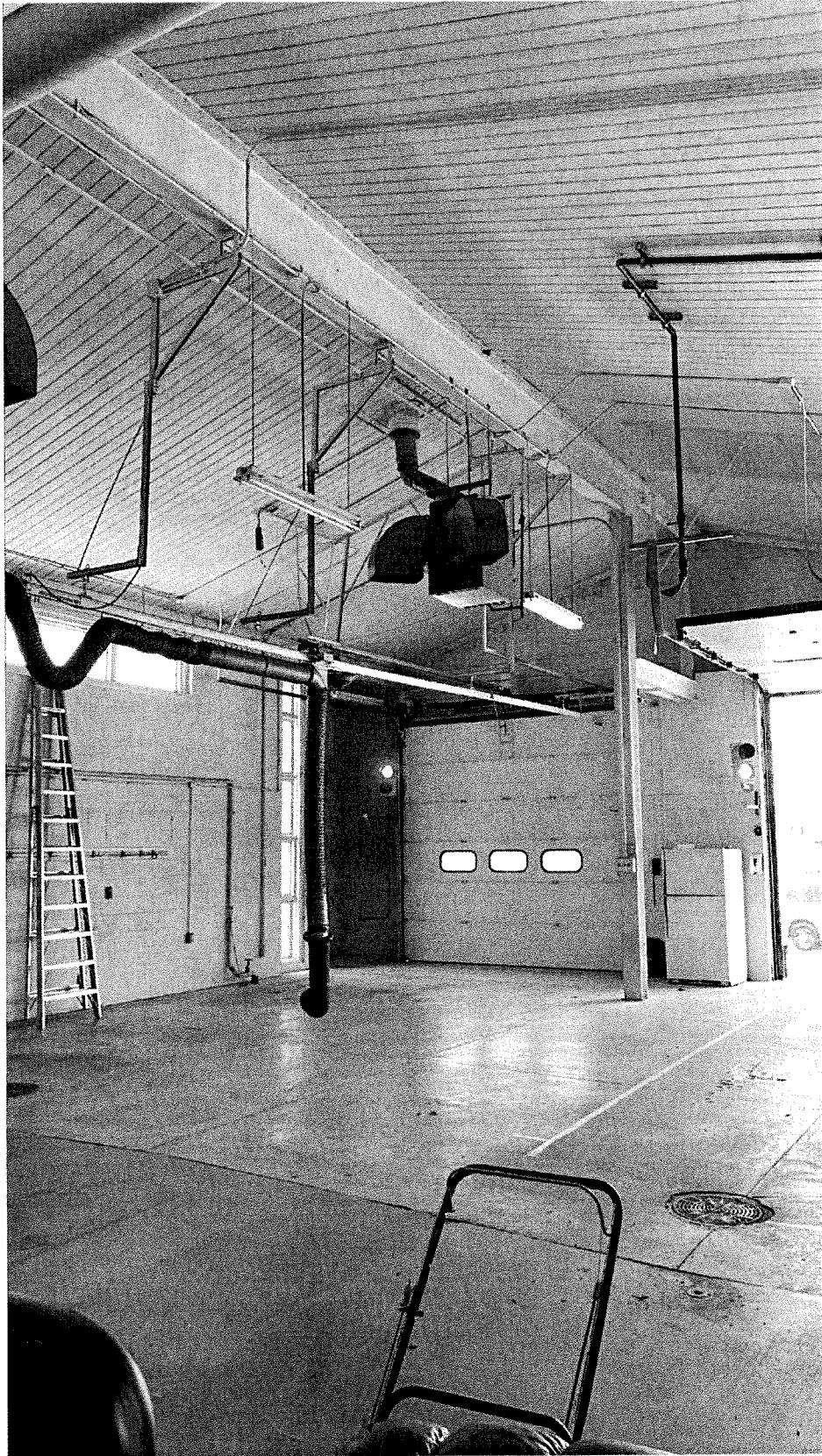
2025-112



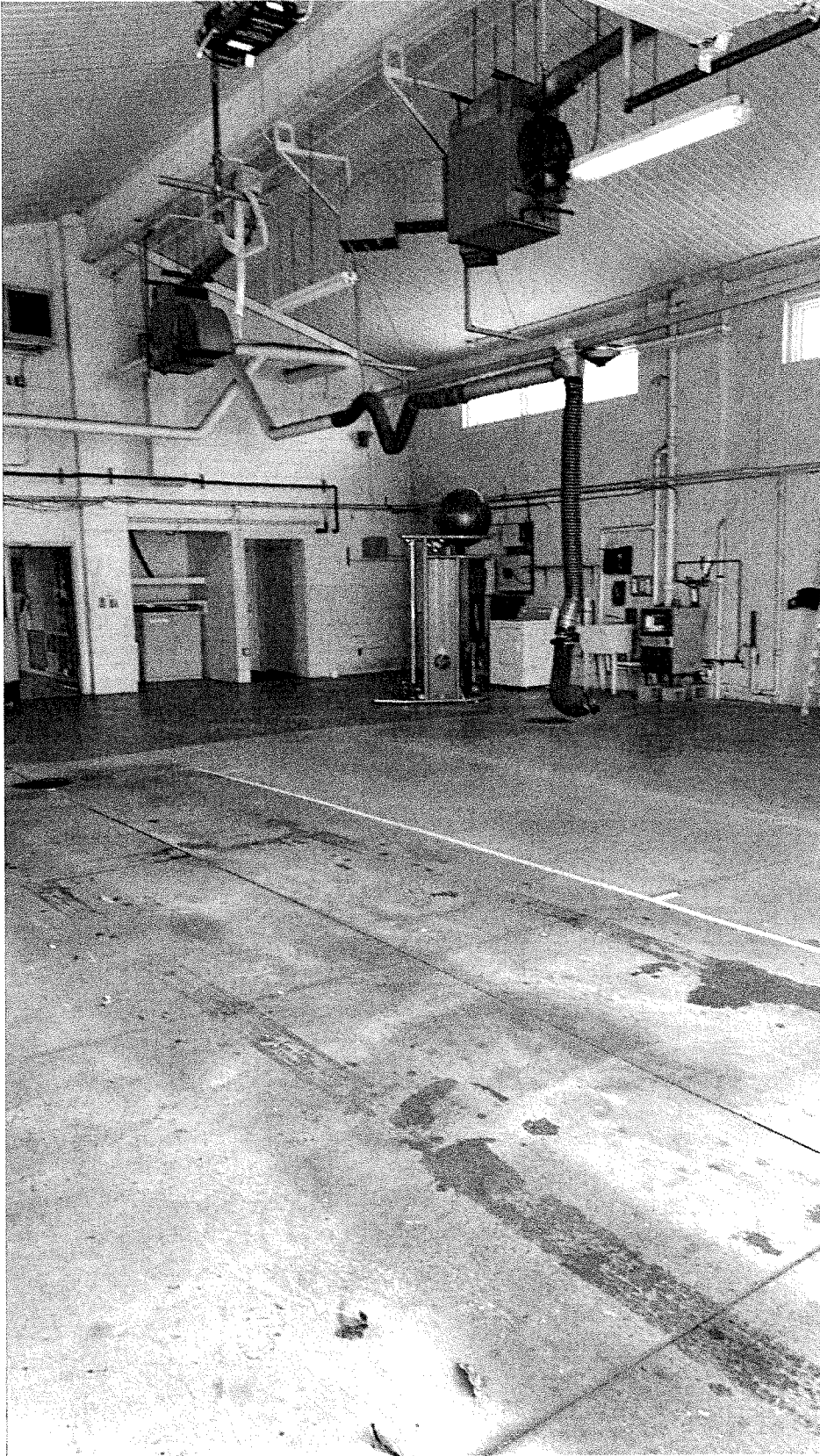
2025-112



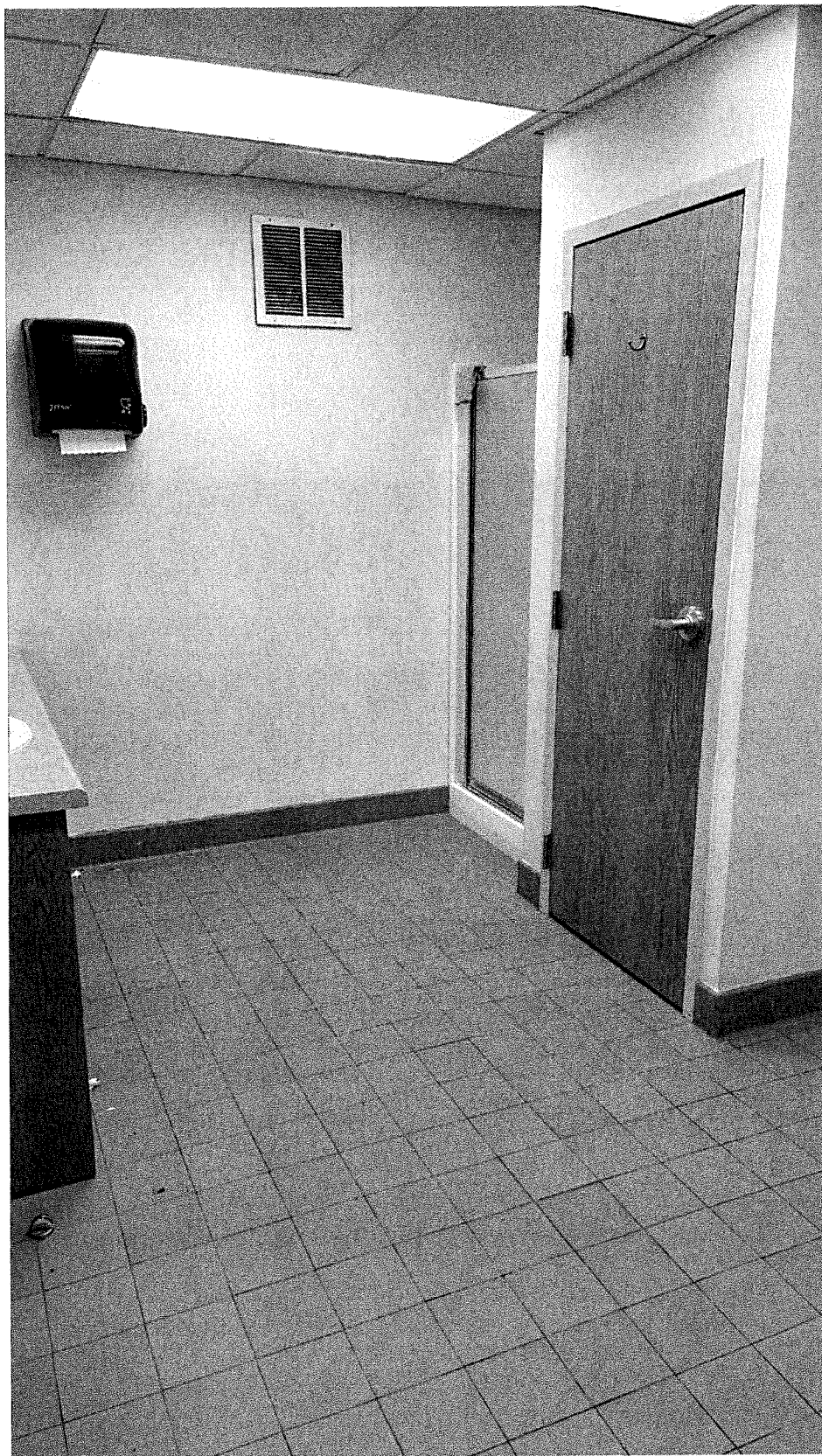
2025-112



2025-112



2025-112



2025-112



2025-112

PROPOSAL
SECTION

**INTERESTED
APPLICANTS SHOULD
COMPLETE
AND SUBMIT
THE FOLLOWING
PAGES**

RFP CS25-47

Sale of Real Estate at
2051 WEST MONROE STREET, SPRINGFIELD, IL

PROPERTY INFORMATION

2051 WEST MONROE STREET

Parcel Identification Numbers: **14-32.0-103-038**

Applications must be submitted to the Office of the Purchasing Agent, online at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx> by 3:00 p.m. Central Time on Thursday, January 23, 2025.

CONTACT INFORMATION

Name of Applicant: MRNW LLC

Mailing Address: 1128 S. 5th St.

City, State, Zip: Springfield Daytime Phone #: 217-415-5445

Email Address: rwiese3@wiesepropertiesinc.com

PURCHASE OFFER

Please note there is no minimum bid required; however, the city reserves the right to reject all proposals and continue listing the property for sale if it feels a fair offer is not received.

\$ 100,000.00

Describe the intended use for the property: It will be used as our Property Management office. I will be an office extension of Kellar Williams Capital.

Do you expect to invest any money to improve this property? If so, please explain:

Yes. We plan to make the day room into a conference room and the bunk room into an office space for our staff.

About how much money would you expect to spend to improve the property (if any):
\$ 10,000 - 15,000

A Letter of Credit from your bank as proof of availability to finance the proposed project may be requested.

Type text here

2025-112

Property Tax

Sangamon County, Illinois



Parcel Search Results

Owner Name	Parcel Number	Address	City	Action
MRNW LLC	14-27.0-177-033	841 N 07TH ST	SPRINGFIELD	☐ Go
MRNW LLC	14-27.0-231-002	1136 N 13TH ST	SPRINGFIELD	☐ Go
MRNW LLC	14-27.0-232-007	1216 N 14TH ST	SPRINGFIELD	☐ Go
MRNW LLC	14-28.0-404-012	366 W CARPENTER ST	SPRINGFIELD	☐ Go
MRNW LLC	14-33.0-131-031	711 GOVERNOR ST	SPRINGFIELD	☐ Go
MRNW LLC	14-33.0-251-030	505 S NEW ST	SPRINGFIELD	☐ Go
MRNW LLC	14-34.0-358-006	1128 S 05TH ST	SPRINGFIELD	☐ Go
MRNW LLC	14-35.0-201-049	2213 E ADAMS ST	SPRINGFIELD	☐ Go
MRNW LLC	22-03.0-279-012	1844 S 17TH ST	SPRINGFIELD	☐ Go
MRNW LLC	22-03.0-406-033	2125 S 15TH ST	SPRINGFIELD	☐ Go
MRNW LLC	22-03.0-428-038	2163 S 17TH ST	SPRINGFIELD	☐ Go
MRNW LLC	22-10.0-178-023	2617 S 11TH ST	SPRINGFIELD	☐ Go
MRNW LLC	22-10.0-178-024	2621 S 11TH ST	SPRINGFIELD	☐ Go
MRNW LLC (SERIES 1)	14-28.0-455-008	118 N WALNUT	SPRINGFIELD	☐ Go
MRNW LLC (SERIES 1)	14-28.0-455-009	118 N WALNUT	SPRINGFIELD	☐ Go

1 2 Next >>

2025-112

Property Tax

Sangamon County, Illinois



Parcel Search Results

Owner Name	Parcel Number	Address	City	Action
MRNW LLC (SERIES 1)	22-03.0-377-008	2328 S 10TH ST	SPRINGFIELD	Go

<<Previous 1 2

EXHIBIT A
FORMER FIRE HOUSE #8 - 2051 WEST MONROE STREET

Legal Description:

That part of Lot 322 of Charles S. Wanless' Knox Knolls Subdivision, Seventh Addition, more particularly described as follows: Beginning at the front lot corner common to Lots 322 and 321; thence Southwesterly along the Northerly line of Monroe Street, measure 100 feet; thence deflecting to the right 90 degrees, measure 169.5 feet to a point on the rear lot line of lot 322; thence Northeasterly along said rear lot line, measure 100.8 feet to the rear lot corner common to Lots 322 and 321; thence Southeasterly 157 .0 feet to the point of beginning.

Subject to an easement for sanitary sewer purposes over the 5 feet of Lot 322 adjacent to Lot 321.

ORDINANCE FACT SHEET

DATE OF 1st READING: 02/18/2025

CONTACT PERSON: Mike Lesko

OFFICE REQUESTING: Office of Budget & Management

PHONE NUMBER: 217-789-2191

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

FISCAL IMPACT: \$100,000.00 (revenue)

SUGGESTED TITLE: An ordinance authorizing acceptance of a proposal under RFP CS25-47 and execution of an agreement with MRNW LLC for the sale of city-owned property consisting of one parcel located at 2051 West Monroe (formerly Fire Station #8) in the amount of \$100,000.00 for the Office of Budget and Management

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: _____

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

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: RFP CS25-47☐ Exception: _____

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	001	107	BMGT	ACCT	0242	\$100,000.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

RFP & Parcel Legal Description

STAFF ANALYSIS

Proposals were sought for the sale of 2051 West Monroe Street, formerly Fire Station #8, following the completion of the new Station House on Rickard Road. MRNW LLC, submitted the highest price for purchase at \$100,000.00 for usage as a Property Management Office and office extension of Kellar Williams Capital that was determined to have the most advantageous proposal by a committee of City personnel. It is recommended the City award the sale of the property to them.

FUNDS CHECK BY: Courtney Heinzel

Digitally signed by Courtney
Heinzel
Date: 2025.02.06 08:03:38 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: _____

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2025.02.05 16:30:34 -06'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)

GPA

Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2025.02.07 08:48:29 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-112

AN ORDINANCE AMENDING ORDINANCE 413-10-24, FOR ADDITIONAL COMMERCIAL CASUALTY INSURANCE WITH ARTHUR J. GALLAGHER, RISK MANAGEMENT SERVICES INC., FOR ADDITIONAL EXPENDITURE OF \$140,000.00 AND AN AMOUNT NOT TO EXCEED \$346,130.00 FOR OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, the City Council previously passed ordinance 413-10-24 authorizing the Office of Budget and Management to enter into an agreement with Arthur J. Gallagher, Risk Management Services Inc. for providing casualty insurance for the protection of City assets; and

WHEREAS, therefore the City of Springfield is willing to increase the amount of the agreement by an additional \$140,000.00 and an amount not to exceed \$346,130.00 for the expansion of liability coverage through Gallagher Risk Management Services.

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

Section 1: The City Council of the City of Springfield hereby amends Ordinance No. 413-10-24, by authorizing an additional payment of \$140,000.00 and a total amount not to exceed \$346,130.00.

Section 2: The Office of Budget and Management is hereby authorized to make payments to Arthur J. Gallagher, Risk Management Services Inc., for \$140,000.00 and a total amount not to exceed \$346,130.00 from the following accounts in accordance with the terms of the agreement.

<u>Account:</u>	<u>Amount:</u>
001-107-GENC-VARI-1206	\$ 88,900.00
101-200-JB-6238-1206	\$ 7,665.00
102-200-JB-7838-1206	\$ 43,435.00

Section 3: The remainder of Ordinance 413-10-24 not in conflict with this ordinance shall remain in full force and effect.

Section 4: 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

 2-27-25
Office of Corporation Counsel / Date

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 3/15/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier	Description/Major Differences
☒ Accept ☐ Reject	Cyber Liability	
☒ Option # 1	Crum & Forster Specialty Insurance Co	\$5,000,000 Limit, \$500,000 eCrime, \$150,000 Retention, \$140,000 Premium
☐ Accept ☒ Reject	Crum & Forster Specialty Insurance Co	Option 2: \$5,000,000 Limit, \$250,000 eCrime, Premium: \$125,000. Retention: \$150,000.
☐ Option # 2		
	TRIA - Cyber Liability	Included

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

☐ Cyber Liability

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct

and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: Misty Buscher, Mayor

Print Name (Specify Title)

City of Springfield, Illinois

Company

Signature

Date: _____

ORDINANCE FACT SHEET

DATE OF 1st READING: 03/05/2025

CONTACT PERSON: Mike Lesko

OFFICE REQUESTING: Office of Budget & Management

PHONE NUMBER: 217-789-2191

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

FISCAL IMPACT: \$140,000.00

SUGGESTED TITLE: An ordinance amending ordinance 413-10-24 for additional commercial casualty insurance with Arthur J Gallagher Risk Management Services Inc. for an additional expenditure of \$140,000 for a grand total not to exceed \$346,130.00 for the Office of Budget and Management.

CONTRACTOR / VENDOR NAME: Arthur J Gallagher Risk Management Services, Inc.

VENDOR NO: VC*6164

CONTRACT TERM: 03/01/2025-02/28/2026

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$346,130.00 (cumulative)

\$140,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ Other: Contract Amendment☐ 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	1206	\$88,900.00
2				6238		
3	101	200	JB	6238	1206	\$7,665.00
4	102	200	JB	7838	1206	\$43,435.00

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

Ordinance 413-10-24

STAFF ANALYSIS

This ordinance will expand liability coverage through Gallagher Risk Management Services for the City of Springfield for commercial revenue and casualty insurance to protect City assets.

FUNDS CHECK BY: Courtney Heinzl

Digitally signed by Courtney
Heinzl
Date: 2025.02.17 09:10:38 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2025.02.17 09:22:26 -06'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2025.02.17 08:57:25 -06'00'

Date: _____

SIGN OFF:


(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2025.02.17 09:21:58 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-113

**AN ORDINANCE APPROVING THE 2025 AMENDMENT TO THE
CITY OF SPRINGFIELD CENTRAL AREA TIF REDEVELOPMENT
PROJECT AREA**

WHEREAS, on December 29, 1981, the City of Springfield, Sangamon County, Illinois (City), did by Ordinances 906-12-81, 907-12-81 and 908-12-81 adopted the Central Area Tax Increment Conservation-Redevelopment Plan and Project, adopted Tax Increment Financing and designated the Redevelopment Project Area (commonly referred to as the "Central Area TIF", respectively, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended from time-to-time, (65 ILCS 5/11-74.4-1 et. seq., the "Act"); and

WHEREAS, pursuant to the Act, the City has amended the Plan from time to time, including extending the estimated date of completion of redevelopment projects and retirement of obligations, updating estimated redevelopment project costs, removing certain properties from the Central Area TIF and making other such changes as deemed necessary; and

WHEREAS, it is now desirable and for the best interest of the citizens of the City to further amend the Central Area TIF boundaries by removing the property shown on Exhibit A and legally described in Exhibit B; and

WHEREAS, subsection 11-74.4-5(c) of the Act provides that a redevelopment plan and redevelopment project area may be amended, provided that changes which do not:

- (1) add additional parcels of property to the proposed redevelopment project area;
- (2) substantially affect the general land uses proposed in the redevelopment plan;
- (3) substantially change the nature of the redevelopment project;
- (4) increase the total estimated redevelopment project costs set out in the re-development plan by more than 5% after adjustment for inflation from the date the plan was adopted;
- (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan; or,
- (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10,

may be made without further public hearing, and related notices and procedures including the convening of a joint review board as set forth in Section 11-74.4-6 of the Act, provided that the municipality shall give notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, provided for under Section 11-74.4-4.2, and by publication in a newspaper of general circulation within the affected taxing districts. Such notice by mail and by publication shall each occur not later than 10 days following the adoption by ordinance of such changes; and

WHEREAS, the change to the Central Area TIF boundary involves the removal of property and, therefore, may be made without further hearing and related notices and procedures.

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

Section 1: The property shown in the attached Exhibit A and legally described in Exhibit B is hereby removed from the Central Area TIF area.

Section 2: The City Clerk is hereby directed to notify the County Clerk of this 2025 Amendment.

Section 3: The City Clerk is hereby directed, within 10 days from the date of passage and approval, give notice of the passage of this Ordinance by mail to each affected taxing district and registrant on the interested parties registry and publish said notice in a newspaper of general circulation within the affecting taxing districts.

Section 4: All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 5: This Ordinance shall be in full force and effect from and after its approval, 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
Alderman Roy Williams
Alderdwoman Jennifer Notariano
Alderman Ralph Hanauer



Office of Corporation Counsel / Date

Exhibit A



Exhibit B

**BOUNDARY DESCRIPTION OF AREA REMOVED FROM
CENTRAL AREA TIF REDEVELOPMENT PROJECT AREA
City of Springfield, Illinois**

Legal Description

Part of Lots Seven (7) and Eight (8) in Block Twenty-one (21) of the Old Town Plat in the Town, now City of Springfield, described as follows:

Beginning at a point 50 feet South of the Northeast corner of said Lot Eight (8) on the West side of Fifth Street thence running South 25 feet, thence West 100 feet, thence North 25 feet, thence East 100 feet to the point of beginning.

PIN: 14-34.0-107-054

Commonly known as 221 S. 5th Street

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

March 4, 2025

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Greg Moredock

PHONE NUMBER:

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

TYPE OF ORDINANCE: 2025 Amendment to CA TIF Project Area

FISCAL IMPACT:

\$ -

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING THE 2025 AMENDMENT TO THE CITY OF SPRINGFIELD CENTRAL AREA TIF REDEVELOPMENT PROJECT AREA

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

Exhibits A and B

CONTRACTOR / VENDOR NAME:

VENDOR NO:

CONTRACT TERM:

CONTRACT #

Change in Scope

Yes ☐

No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s

☐ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

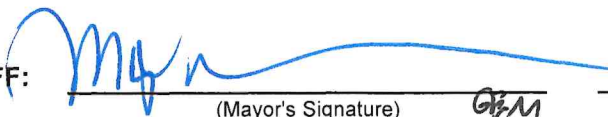
CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is to approve Amendment 2025 to remove certain property from the Central Area Tax Increment Finance Redevelopment Project Area commonly known as 221 S. 5th Street and further described on Exhibits A & B attached to the ordinance.

SIGN OFF:



(Mayor's Signature)



(Director of OBM)

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SPRINGFIELD, VILLAGE OF SHERMAN, AND THE SPRINGFIELD PARK DISTRICT TO REVITALIZE OLD ROUTE 66 IN PREPARATION FOR THE 100TH YEAR ANNIVERSARY - FOR EMERGENCY PASSAGE

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

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 enables the City of Springfield, an Illinois Municipal Corporation (the “City”) and the Springfield Park District, an Illinois municipal corporation (the “Park District”) to enter into intergovernmental cooperation agreements; and

WHEREAS, a historic section of Old Route 66 that is partially located in Carpenter Park is located along the corporate limits of the City and the Village; and

WHEREAS, the City of Springfield desires to increase tourism by revitalizing a historic section of Old Route 66, a property owned and operated by the Springfield Park District; and

WHEREAS, the City of Springfield has secured grant funding from the Illinois Department of Commerce and Economic Opportunity (DCEO) to complete projects in preparation for the 100th year anniversary of Old Route 66 Agenda No. 2024-540; and

WHEREAS, the City of Springfield has authorized a contract for revitalization work with P.H. Broughton & Sons Inc., Agenda No. 2025-065; and

WHEREAS, it is in the best interest of the City of Springfield, to enter into an intergovernmental agreement setting forth the responsibilities of the parties; and

WHEREAS, a copy of the Intergovernmental Agreement 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: The City Council hereby approves the Intergovernmental Agreement with the City of Springfield, the Village of Sherman, and the Springfield Park District for revitalization of Old Route 66. The Mayor and City Clerk are authorized to execute the Agreement, which shall be on file in the Office of the City Clerk, on behalf of the City of Springfield.

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

PASSED: _____, 2025

SIGNED: _____, 2025

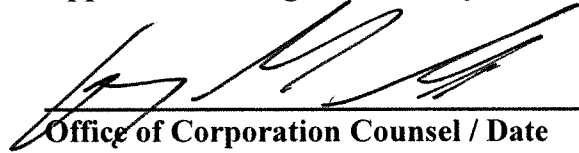
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date

RESOLUTION 25-02

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, VILLAGE OF SHERMAN,
AND THE SPRINGFIELD PARK DISTRICT REGARDING THE 100th ANNIVERSARY
OF OLD ROUTE 66**

THIS AGREEMENT is entered into on the 18 day of FEB, 2025, by and between the City of Springfield ("City"), the Village of Sherman ("Village"), and the Springfield Park District ("District").

WITNESSETH

WHEREAS, the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, and the Illinois Park District Code contemplate and allow for joint agreements, undertakings, and other mergers by and between municipalities and other local governmental bodies such as park districts; and

WHEREAS, a historic section of Old Route 66 that is partially located in Carpenter Park is located along the corporate limits of the City and the Village; and

WHEREAS, the City desires to increase tourism by revitalizing a historic section of Old Route 66 that is partially located in Carpenter Park, a property owned and operated by the Springfield Park District; and

WHEREAS, the City has secured grant funding from the Illinois Department of Commerce and Economic Opportunity (DCEO) to complete projects in preparation for the 100th year anniversary of Old Route 66; and

WHEREAS, the Village supports efforts to revitalize Old Route 66 and to celebrate the 100th anniversary of Old Route 66; and

WHEREAS, the District supports efforts to revitalize Old Route 66 and to celebrate the 100th anniversary of Old Route 66; and

WHEREAS, the parties agree that a partnership between the three governmental bodies will benefit the public and establish a joint approach to revitalize the historic section of Old Route 66 to celebrate the 100th year anniversary of Old Route 66.

WHEREFORE, based upon the recitals above, the parties agree as follows:

1. **Mutual Project.** The parties to this Agreement acknowledge that the revitalization of a historic section of Old Route 66 and the celebration of the 100th year anniversary of Old Route 66 will be effectuated most efficiently through a group effort as described herein. The parties agree to cooperate to achieve the revitalization of a historic section of Old Route 66 and to celebrate the 100th anniversary of Old Route 66 as provided below. The section of Old Route 66 that is subject to this Agreement is set forth in Exhibit 1 attached hereto.

2. Under this Agreement, the City's responsibilities are as follows:

- a. Secure and utilize a DCEO grant for the funding of this Agreement;
- b. Provide any additional necessary funding related to this Agreement;
- c. Make available to pedestrians the original section of Route 66. (In doing so, the City will clean roads and debris (fallen trees, branches) from the original concrete surface (pavement) of Route 66);
- d. Oversee construction work ensuring compliance with the Management Plan for Carpenter Park Nature Preserve by June 30, 2025;
- e. Secure written approval from the appropriate authorities to complete the project including, to the extent necessary, the National Register of Historic Places and the Illinois State Historic Preservation Agency;
- f. Install interpretive panels regarding the history of Route 66 at the beginning (north west) and on the east side of the pavement;
- g. Partially remove asphalt/dirt berm at the end of the trail for a scenic river view;
- h. Install a split rail fence at the end of the existing surface;

- i. Connect newly installed fence to the adjacent property to prevent vehicular access;
 - j. Upgrade the gate post system at the road entrance to restrict vehicular access; and
 - k. Create and implement an erosion control plan.
3. Under this Agreement, the District's responsibilities are as follows:
- a. Provide contractor access to the nature preserve to complete the work described herein;
 - b. Secure an amendment to the Management Plan for Carpenter Park Nature Preserve from the Illinois Nature Preservation Commission sufficient to effectuate this Intergovernmental Agreement;
 - c. Provide a certified arborist during onsite work to protect nature preserve assets; and
 - d. Install nature preserve signs to educate public on protected lands along the Route 66 pavement;
4. Under this Agreement, the Village's responsibilities are as follows:
- a. Maintain, repair, and provide the upkeep of the section of Route 66 which is the subject of this agreement along with the trail signs, and split rail fence; and
 - b. Install trash receptacles throughout the project and maintain regular collection of debris.

5. **Limitation of Responsibilities**. Other than the responsibilities outlined above in Sections 2-4, the City, the Village, and the District have no additional financial or other responsibilities pursuant to the terms of this Agreement.

6. **Notices.** Any notice required to be permitted by this Agreement or given in connection herewith shall be in writing and made by personal delivery or first-class mail, postage prepaid, to the following representatives of the parties:

If to the City:

Gregory Moredock
Office of Corporation Counsel
300 South Seventh Street
Springfield, Illinois 62701

If to the Park District:

Derek Harms
Executive Director
Springfield Park District
2500 11th Street
Springfield, Illinois 62703

If to the Village:

Mayor Trevor Clatfelter
401 St. John Drive Sherman,
Illinois 62684

7. This Agreement contains the entire agreement of the parties and supersedes any and all prior agreements or oral understandings between the parties.

8. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by both parties.

9. In performance of its obligations pursuant to this Agreement, the City, the Village, and the District shall comply with all valid and applicable provisions of federal, state and local law. All limits or standards set forth in this Agreement to be observed in the performance of the Agreement are minimum requirements and shall not affect the application of more restrictive valid and applicable, federal, state or local standards to the performance of the Agreement.

10. If any term, covenant, condition or provisions (or part thereof) of this Agreement or the application thereof to any party or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision (or remainder thereof), to the parties or circumstances other than those as to which it is held invalid, or unenforceable, shall not be affected thereby, and shall be valid and be enforced to the fullest extent permitted by law.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

12. This Agreement shall become effective on the date it is executed by City, the Village, and the District.

13. Unless specifically terminated by either party, this Agreement shall automatically renew on an annual basis from the date of this Intergovernmental Agreement.

IN WITNESS WHEREOF, City, the Village, and the District hereto have caused this Agreement to be made effective and executed by their respective duly authorized officials.

CITY OF SPRINGFIELD, ILLINOIS

Dated: _____

By: _____
Misty Buscher, Mayor *GEM*

SPRINGFIELD PARK DISTRICT

Dated: _____

By: _____
Leslie Sgro, President

VILLAGE OF SHERMAN, ILLINOIS

Dated: 2/10/25

By: _____
Trevor Claffelter, Mayor

EXHIBIT 1
CARPENTER PARK



**AN ORDINANCE ACCEPTING AND AUTHORIZING THE EXECUTION
OF A GRANT BETWEEN THE CITY OF SPRINGFIELD AND THE
STATE OF ILLINOIS, OFFICE OF THE STATE FIRE MARSHALL IN AN
AMOUNT NOT TO EXCEED \$23,801.62 FOR SMALL EQUIPMENT
ITEMS FOR THE SPRINGFIELD FIRE DEPARTMENT - **FOR
EMERGENCY PASSAGE****

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

WHEREAS, the State of Illinois, Office of the State Fire Marshall is willing to provide a grant to the City of Springfield Office of Budget and Management in the amount of \$23,801.62 for small equipment items as follows: (16) sixteen portable suction units and (6) six SCBA 5500psi bottles for the time period outlined in Section (4) of said grant to be used to conduct a firehouse location study; and

WHEREAS, it is in the best interest of the City of Springfield to accept this grant from the State of Illinois, Office of the State Fire Marshall; and

WHEREAS, the Office of Budget and Management desires to receive the grant monies in the amount of \$23,801 from revenue account number 001-108-FIRE-FM25-1835 into expenditure account number 001-108-FIRE-FOPR-1407; and

WHEREAS, this grant 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: The City Council of the City of Springfield, Illinois, hereby accepts a grant from the State of Illinois Office of the State Fire Marshal to the Office of Budget and Management in an amount not to exceed \$23,801.62 for the time period outlined in Section (4) of the grant for the purpose of conducting a firehouse location study. The Mayor and the City Clerk are hereby authorized to execute said grant on behalf of the City of Springfield, Illinois.

Section 2: The City Council hereby authorizes monies received from the State of Illinois Office of the State Fire Marshal in the amount of \$23,801.62 from revenue account number 001-108-FIRE-FM25-1835 into expenditure account number 001-108-FIRE-FOPR-1407.

Section 3: This appropriation ordinance is adopted pursuant to procedures set forth in the Illinois Municipal Code, provided that any limitations in the Illinois Municipal Code in conflict with this ordinance shall not be applicable to this ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.

Section 4: The Office of Budget and Management is hereby directed to make the necessary deposit of funds in accordance with the listed accounts below.

FROM REVENUE ACCOUNT
001-108-FIRE-FM25-1835

AMOUNT
\$23,801.62

INTO EXPENDITURE ACCOUNT
001-108-FIRE-FOPR-1407

AMOUNT
\$23,801.62

Section 5: The City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 6: This ordinance shall be in full force and effect from and after its passage and publication in pamphlet form.

PASSED: _____, 2025

SIGNED: _____, 2025

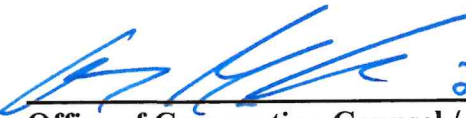
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 2-28-25
Office of Corporation Counsel / Date



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, OFFICE OF THE ILLINOIS STATE FIRE MARSHAL
AND
Springfield Fire Department**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Springfield Fire Department (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	Audit Requirements
Article XII	Termination; Suspension; Non-compliance
Article XIII	Subcontracts/Subawards
Article XIV	Notice of Change
Article XV	Structural Reorganization and Reconstitution of Board Membership
Article XVI	Conflict of Interest
Article XVII	Equipment or Property
Article XVIII	Promotional Materials; Prior Notification
Article XIX	Insurance
Article XX	Lawsuits and Indemnification
Article XXI	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

OFFICE OF THE ILLINOIS STATE FIRE MARSHAL

By: _____

Signature of James A. Rivera, State Fire Marshal

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

Springfield Fire Department _____

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

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

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

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

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

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

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on July 1, 2024 and expires on June 30, 2025 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed \$ 23,801.62, of which \$0 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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 592-01-0504 and the CSFA Name is Small Fire-fighting and Ambulance Service Equipment Grant Program. If applicable, the State Award Identification Number (SAIN) is N/A.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Tax Identification Certification. Grantee certifies that: _____ 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 |
| ☐ Medical Corporation | applicable tax classification) |
| ☐ Governmental Unit | ☐ P = partnership |
| ☐ Estate or Trust | ☐ C = corporation |

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

3.2. 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).

3.3. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made

in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

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

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

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

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

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

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

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

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

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

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

the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

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

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

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

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

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

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

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

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

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

seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

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

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

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

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

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

4.7. Interest.

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

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

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

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

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

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. 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.

7.3. 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.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the

making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, 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 and performance expectations of the Award. Grantee must timely submit all financial 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. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by no later than nine (9) months following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

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

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

ARTICLE XI AUDIT REQUIREMENTS

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

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

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

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

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

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

11.3. 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 \$750,000 or more 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. 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 \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more 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 \$500,000 in State-issued Awards, but expends \$300,000 or more 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.

11.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XII

TERMINATION; SUSPENSION; NON-COMPLIANCE

12.1. Termination.

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

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

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

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

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

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

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.

12.6. 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 XIII
SUBCONTRACTS/SUBAWARDS

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

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

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

ARTICLE XIV
NOTICE OF CHANGE

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

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

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

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

ARTICLE XV
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

15.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as

Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVI CONFLICT OF INTEREST

16.1. 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.

16.2. 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 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.

16.3. 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 XVII EQUIPMENT OR PROPERTY

17.1. 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.

17.2. 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.

17.3. 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.

17.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

ARTICLE XVIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XIX INSURANCE

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

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

ARTICLE XX LAWSUITS AND INDEMNIFICATION

20.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

20.2. 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 XXI MISCELLANEOUS

21.1. 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.

21.2. 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.

21.3. 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.

21.4. 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.

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

21.6. 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.

21.7. 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.

21.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

21.10. Precedence.

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

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

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

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

21.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures

contained in a Portable Document Format (PDF) document are deemed original for all purposes.

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

Funds awarded under this grant are for the purpose of purchasing small firefighting and ambulance equipment as outlined in the Grantee's approved grant application.

EXHIBIT B

DELIVERABLES OR MILESTONES

N/A

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: Ronny Wickenhauser

Title: Chief Administrative Officer and CFO

Address: 1035 Stevenson Drive

Springfield, IL 62703

GRANTEE CONTACT

Name: _____

Title: _____

Address: _____

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Ronny Wickenhauser

Title: Chief Administrative Officer and CFO

Address: 1035 Stevenson Drive, Springfield, IL 62703

Phone: 217-558-0577

TTY#: 866-324-3841

E-mail Address: Ronny.J.Wickenhauser@illinois.gov

GRANTEE CONTACT

Name: _____

Title: _____

Address: _____

Phone: _____

TTY #: _____

E-mail Address: _____

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

N/A

EXHIBIT E

SPECIFIC CONDITIONS

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

N/A

PART TWO –GRANTOR-SPECIFIC TERMS

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

N/A

PART THREE –PROJECT-SPECIFIC TERMS

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

N/A



OFFICE OF THE ILLINOIS STATE FIRE MARSHAL

JB Pritzker, Governor
James A. Rivera, State Fire Marshal

February 24, 2025

Springfield Fire Department
825 E. Capitol Ave.
Springfield, IL 62701

Dear Chief,

Congratulations! I would like to take this opportunity to thank you for your participation in the Small Equipment Grant Program. Your department has been selected as a recipient of a grant from the Office of the Illinois State Fire Marshal (OSFM) in the amount of **\$23,801.62**. This grant money is awarded for the purchase of:

(16) S-SCORT suction units, (6) 3M Scott safety 5.5 45-minute SCBA

Please be aware that disbursement of these funds could take up to 90 days. The attached documentation must be completed and returned to our office **postmarked no later than March 3, 2025**. Failure to return the documentation or providing incomplete documentation could result in forfeiture of the grant.

1. Executed Grant Agreement, signed by the Department Chief or Chief Executive of the Unit of Local Government.

The attached Expenditure Report along with all purchase receipts for requested items must be submitted to our office no later than nine months from receipt of the grant to: Illinois State Fire Marshal, 1035 Stevenson Drive, Springfield, IL 62703. Do not submit quotes, estimates, or purchase authorizations, but actual receipts and a copy of your cancelled check. Unused funds are to be returned to (OSFM) within 45 days.

Please contact Roger Branson at 217-785-4717 or Roger.D.Branson@Illinois.gov if you have any questions.

Again, thank you for your interest and participation in the program.

Sincerely,

A handwritten signature in black ink, appearing to read "James A. Rivera".

James A. Rivera
Illinois State Fire Marshal

Expenditure Report (Exhibit A)

RE: State of Illinois Small Equipment Grant FY25

Springfield Fire Department

\$23,801.62

For the purchase of: (16) S-SCORT suction units, (6) 3M Scott safety 5.5 45 minute SCBA

with the Joint Committee on Administrative Rules "Administrative Code" for the Office of the State Fire Marshal Small Equipment Grant Program, Section 291.70 Terms and Condition of Grant Agreement:

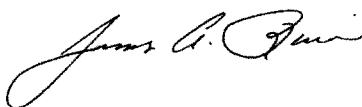
- e) Grant recipients shall submit to the Office a report detailing how the grant proceeds were used. This expenditure report, to be submitted on a form supplied by the Office, shall be due not later than nine months following receipt of the grant.

2025 SMALL EQUIPMENT GRANT EXPENDITURE REPORT			
Description of Purchase	Quantity	Cost per Item	Total

TOTAL COST OF PURCHASES

The Expenditure Report must be returned to our office along with copies of all itemized invoices/receipts for requested purchases. Do not submit quotes or estimates. If the itemized invoices/receipts do not show proof of a zero balance then submit a copy of your cancelled check. Unused funds are to be returned to the Office of the State Fire Marshal within **45** days.

Sincerely,



James A. Rivera
Illinois State Fire Marshal

2025-116

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Fire Department

CONTACT PERSON: Ed Canny

PHONE NUMBER: ext. 4502

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

Grant noticed received on 2/24/25 and return acceptance due date is 3/3/24.

FISCAL IMPACT: 23,801.62

SUGGESTED TITLE: An ordinance authorizing the acceptance an execution of grant agreement from the Office of Illinois State Fire Marshal, in the amount of \$23,801.62, Small Equipment Grant. To be used to purchase 16 Portable suction units and 6 SCBA bottles.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

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

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	EQPR	FM25	23,801.62
2				FM25	1835	
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.)

See attached award letter and agreement from the OSFM.

STAFF ANALYSIS

This grant will be used to purchase small equipment items as follows;

(16) sixteen portable suction units

(6) SCBA 5500psi bottles

FUNDS CHECK BY: Counting Henkel

Date: 02.24.2025

DIRECTOR / SUPERVISOR: Canny, Edward Digitally signed by Canny, Edward
Date: 2025.02.24 15:46:08 -06'00'

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

2025-116

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING PAYMENT OF A WORKERS COMPENSATION SETTLEMENT TO PAUL HOUSE, A FORMER CITY OF SPRINGFIELD FIRE DEPARTMENT EMPLOYEE, FOR SETTLEMENT OF TWO WORKERS COMPENSATION CLAIMS FOR CASE NUMBER 21-WC-006695 AND CASE NUMBER 24-WC-004761 IN AN AMOUNT NOT TO EXCEED \$200,000.00

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

WHEREAS, Paul House, a former City of Springfield Firefighter reported work-related injuries on February 3, 2021 and October 17, 2023; and

WHEREAS, Paul House filed a workers compensation claim for his injuries, case number 21-WC-006695 and case number 24-WC-004761; and

WHEREAS, Paul House is willing to settle this case in an amount not to exceed \$200,000.00 representing a permanent partial disability equivalent to 45.88% loss of use of a man as a whole; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C., the City's workers' compensation advisors have recommended that settlement of Mr. House's workers compensation claim for case number 21-WC-006695 and case number 24-WC-004761 in an amount not to exceed \$200,000.00 would be in the best interest of the City financially.

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

Section 1: That the City Council hereby approves settlement in the amount of \$200,000.00 to Pau; House, a Former Firefighter with the Springfield Fire Department, for workers compensation cases for claim number 21-WC-006695 and claim number 24-WC-004761, representing a permanent partial disability equivalent to 45.88% loss of use of a man as a whole. The Mayor and the City Clerk are hereby directed to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum in an amount not to exceed \$200,000.00 from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement to Paul House and his attorney Martin J. Haxel

Section 3: That this ordinance is 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

 2-28-25
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: 21WC006695 & 24WC004761
WORKERS' COMPENSATION CLAIM #: 210208W044 & unknown for 10/17/2023 claim
WORKERS' COMPENSATION COMMISSION DECISION#:

TYPE OF ORDINANCE: ☒ WORKERS' COMPENSATION SETTLEMENT
☐ WORKERS' COMPENSATION AWARD

TYPE OF AWARD/CASE: ☐ DEATH
☒ PERMANENT PARTIAL DISABILITY
☐ PERMANENT TOTAL DISABILITY
☐ WAGE DIFFERENTIAL

LAW FIRM HANDLING CASE & CONTACT PERSON: Livingstone, Mueller, Bima & Murphy, P.C.
Kenneth S. Bima

NAME OF EMPLOYEE: Paul House
DEPARTMENT: Fire Department
JOB TITLE: Retired Firefighter

STATUS: ☐ CURRENT EMPLOYEE ☒ FORMER EMPLOYEE

DATE OF ACCIDENT: 2/03/2021 & 10/17/2023

DESCRIPTION OF ACCIDENT: Mr. House is alleging that on 2/03/2021 while performing CPR on an unresponsive patient, he aggravated a pre-existing chronic nonunion of the left mid-carpal arthrodesis necessitating a complete wrist fusion which took place on 4/22/2021 and was followed by a revision fusion on 11/30/2021. The treating surgeon placed permanent restrictions on Mr. House precluding him from returning to work as a firefighter. The claimant was awarded duty disability benefits on 8/19/2022.

Subsequently, Mr. House is alleging that his work as a firefighter from 2/14/2000 - August of 2022 exposed him to carcinogens which resulted in his diagnosis of cancer (Non-Hodgkins' Lymphoma) on or about 10/17/2023. The Occupational Disease Act contains a presumption that a firefighter's cancer is related to his work as a firefighter. Mr. House is currently undergoing chemo and radiation therapy to treat the cancer.

ATTORNEY: Martin J. Haxel

% OF LOSS OF USE: This settlement will close out any and all issues on both claims and represents 45.88% loss of use of the person as a whole (\$871.73 x 229.42 weeks).

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: \$ INTEREST PAID: \$
AMOUNT OF AWARD NOT YET PAID: MEDICAL: \$ TTD: \$ OTHER

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE

OBM

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 01/21/2025

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Greg Moredock

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Work Comp Settlement

FISCAL IMPACT: \$200,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO PAUL HOUSE, A FORMER CITY OF SPRINGFIELD FIREFIGHTER, TO SETTLE TWO WORKERS' COMPENSATION CLAIMS FOR CASES # 21WC006695 & 24WC004761 IN THE AMOUNT OF \$200,000.00.

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

CONTRACTOR / VENDOR NAME: Paul House and attorney Martin J. Haxel

VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid

☒ Other: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☒ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☒ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	074	107	BGMT	WCMP	2205
2					
3					
4					

FUNDS CHECK BY: C. Heingel

Date: 01/10/2025

DIRECTOR / SUPERVISOR SIGNATURE Ramon Metzger

Date: 1/10/2025

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Paul House, hired on 02/14/2000, as a City of Springfield Firefighter employee reported work injuries on February 3, 2021 & October 17, 2023. Mr. House filed workers compensation claims (Case# 21WC006695 & 24WC004761) and is willing to settle in the amount of \$200,000.00. Livingstone, Mueller, Bima & Murphy, P.C. the city's legal advisors, also recommend payment in the amount of \$200,000.00 to settle (Cases# 21WC006695 & 24WC004761).

SIGN OFF: _____

(Mayor's Signature)

GM

(Director of OBM)

1/10/2025