

2025-181

AN ORDINANCE ACCEPTING PROPOSAL NO. UE25-40 WITH BAKER TILLY
ADVISORY GROUP, LP FOR COMMUNITY SOLAR PROJECT PLANNING
AND DEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED
\$99,250.00, AND AUTHORIZING A SUPPLMENTAL IN THE SAME AMOUNT
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes the execution of Proposal No. UE25-40 with Baker Tilly Advisory Group, LP ("Baker Tilly") in an amount not to exceed \$99,250.00, for Community Solar Project Planning and Development Project, and

WHEREAS, in accordance with the provisions of Section 38.38(a) of the City Code, the Purchasing Agent has determined that this proposal is not subject to sealed competitive bidding, since it would be neither practicable nor advantageous, and

WHEREAS, Baker Tilly submitted a proposal meeting requirements and the lowest overall cost, and

WHEREAS, the proposal documents with Baker Tilly shall be on file in the Office of the City Clerk and identified by Request for Proposal No. UE25-40.

WHEREAS, the Office of Public Utilities is requesting a supplemental appropriation in the amount of \$99,250.00 from the State of Illinois' Community Solar Energy Sovereignty Grant, (Ord. #498-12-24) funds located in the revenue line (102-100-CW77-8234) into expenditure line (102-100-CBG-7778-1218) for this project, and

WHEREAS, it is in the best interests of the City to approve the supplemental appropriation.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts Proposal No. UE25-40 with Baker Tilly for Community Solar Project Planning and Development Project in an amount not to exceed Ninety-Nine Thousand Two Hundred Fifty Dollars and No Cents (\$99,250.00) and authorizes a supplemental appropriation from 102-100-CW77-8234 into 102-100-CBG-7778-1218 in the same said amount.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said proposal with Baker Tilly and to execute all necessary documents for the supplemental appropriation on behalf of the City of Springfield Office of Public Utilities.

Section 3. The Office of Budget and Management is hereby authorized and directed to make payment to Baker Tilly in the amount not to exceed Ninety-Nine Thousand Two Hundred Fifty Dollars and No Cents (\$99,250.00) for Community Solar Project Planning and Development Project from Account No. 102-100-CBG-7778-1218 and is hereby authorized and directed to effectuate said supplemental appropriation.

Section 4. The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Section 5. 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, publication according to law, and recording with the City Clerk.

PASSED: _____, 2025

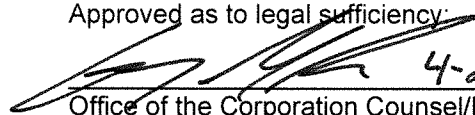
SIGNED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

MAYOR

Approved as to legal sufficiency:

 4-29-25

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-181

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Baker Tilly Advisory Group, LP
CONTRACT AMOUNT: \$99,250.00*
TYPE OF AWARD: Request for Proposal

PRIOR ORDINANCE INFORMATION:

Related: Ordinance 498-12-24, State of Illinois' Community Solar Energy Sovereignty Grant Funding Opportunity, CSFA 420353055 from the Illinois Department of Commerce and Economic Opportunity. / \$100,000.00.

INFORMATION:

This Ordinance accepts Proposal No. UE25-40 with Baker Tilly Advisory Group for the Sunshine Savings, Community Solar Project Planning and Development Program in the amount of \$99,250.00 and supplemental appropriating \$99,250.00 for this project.

Proposal UE25-40 is a City of Springfield Office of Public Utilities initiative led by CWLP to develop a municipal-owned solar array that directly benefits income-eligible residents. The project is designed to generate clean, renewable energy and use the resulting revenue to provide utility bill credits to eligible households, specifically in Environmental Justice (EJ) and Restore, Reinvest, Renew (R3) communities, to reduce financial burdens and increase energy equity.

Phase 1 of the program focuses on planning and feasibility. Key activities include developing the program framework, identifying potential solar sites, creating a financial model for revenue distribution, conducting environmental and technical assessments, and engaging the community through targeted outreach. This phase lays the foundation for future development and construction, ensuring the project is both sustainable and responsive to the needs of Springfield's most vulnerable residents.

*This project phase will be funded up to \$100,000.00 by the State of Illinois' Community Solar Energy Sovereignty Grant, which was accepted by Ordinance #498-12-24 for \$100,000.00 with no matching funds required by the City of Springfield. The money will need to be supplementally appropriated from the revenue line (102-100-CW77-8234) in which the grant will be deposited to the correct expenditure line (102-100-CBG-7778-1218).

The contract with Baker Tilley is for a one (1) year term for FY26 in the amount of \$99,250.00.



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: April 8, 2025

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# UE25-40 Community Solar Project Planning and Development Program and recommended award to Baker Tilly Advisory Group, LP for the Office of Public Utilities.

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

2025 - 181

CONTRACT NAME: Community Solar Project Planning and Development
CONTRACT NO.: UE25-40
DEPARTMENT: CWLP T&D
DATE: 3/21/2025

Vendor	Baker Tilly Chicago, IL	Hanson Professional Services Springfield, IL
Proposal Total	\$99,225.00	\$122,500.00



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

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

Date: **December 3, 2024**
Fax: 217-789-2207

Request for Proposal Index No: **RFP UE25-40**

Request for Proposal Name: **Community Solar Project Planning and Development**

Pre Bid Meeting: **N/A**

Bid Security: **N/A**

Due Date 3 P.M. Central Time USA: Thursday, January 9, 2025

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

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

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

Name of Vendor: Baker Tilly Advisory Group, LP

Contact Name: Joel Laubenstein, Principal

Vendor Address: 205 N. Michigan Ave., 28th floor, Chicago, IL 60601

Vendor E-Mail: joel.laubenstein@bakertilly.com

Phone: +1 (512) 975 7282

Fax: +1 (414) 777 5555

Cost proposal

Sharing our transparent fee estimate

The City's fee estimate is based on what we've learned is important to you. Each service includes costs associated with project management in addition to work activities and deliverables preparation.

SERVICES FOR THE CITY	EST. HOURS	EST. FEES
Project kickoff	5	\$1,000
Regulatory and compliance support	15	\$3,500
Program framework and organizational development	30	\$10,500
Financial and business model	70	\$22,500
Community engagement	30	\$10,500
Site identification and feasibility assessment	135	\$43,500
Travel (assumes expenses for 12 person-days)	-	\$3,000
TOTAL FOR ALL SERVICES	285	\$94,500
TOTAL WITH STANDARD 5% TECHNOLOGY FEE	285	\$99,225

OUR TRANSPARENT, FAIR FEE ESTIMATE

The City of Springfield can expect a competitive fee arrangement and continuous value.

Services will be provided on a time and materials (T&M) basis with professional fees based on the actual time incurred and Baker Tilly's standard billing rates according to the rate schedule set forth below.

ROLE	STANDARD RATES (VALID THROUGH 12/31/25)
Principal, Managing Director and Director	\$500-\$800
Manager and Senior Manager	\$300-\$500
Consultant, Senior Consultant, and Associate	\$170-\$300

Using this rate card and based on prior experience with similar projects, Baker Tilly estimates the following fee on a T&M basis for each task. Fee estimates are provided on an indicative basis and do not represent a price cap or not-to-exceed cost. our standard 5% technology fee is applied to total fees and noted in the table above.

Our bid is conditioned upon being afforded the opportunity to propose additional terms and negotiate mutually agreeable revisions to the City's sample contract prior to executing a final contract.



OFFICE OF THE SECRETARY OF STATE

ALEXI GIANNOULIAS-Secretary of State

S030812

APRIL 25, 2024

ILLINOIS CORPORATION SERVICE COMPANY
801 ADLAI STEVENSON DRIVE
SPRINGFIELD, IL. 62703-4261

RE BAKER TILLY ADVISORY GROUP, LP

Dear Sir or Madam:

Congratulations! We're pleased to inform you that your request to transact business in the State of Illinois has been approved, and your Limited Partnership was recorded with the Illinois Secretary of State's Office on 04/25/2024. We wish you success with your new business!

Special Alert:

As of January 1, 2024, the federal Corporate Transparency Act (CTA) requires businesses to file Beneficial Ownership Information (BOI) to the U.S. Treasury's Financial Crimes Enforcement Network (FinCEN).

Unless included in FinCEN's list of 23 exemptions, businesses created:

- o Before January 1, 2024, must file a BOI by January 1, 2025
- o In 2024, must file a BOI within 90 days of creation
- o In 2025 (and after) must file within 30 days of creation

Visit www.fincen.gov for more information.

Again, congratulations on this exciting accomplishment! Please contact my Business Services Department if you have any questions.
THIS OFFICE LOOKS FORWARD TO ASSISTING YOU IN THE FUTURE.

SINCERELY YOURS,

ALEXI GIANNOULIAS
ILLINOIS SECRETARY OF STATE
BUSINESS SERVICES DEPARTMENT
LIMITED LIABILITY DIVISION
217-524-8008
ILSOS.GOV

2025-181

ORDINANCE FACT SHEET

DATE OF 1st READING: 1/25OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlisleEMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: x-2626FISCAL IMPACT: 99,250.00*SUGGESTED TITLE: Accepting & authorize proposal / proposal # & title / item(s) / vendor / dollar amount / supplemental appropriation from grant to the expenditure line / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Baker Tilly Advisory Group, LP VENDOR NO: tbdCONTRACT TERM: FY26 Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: 99,250.00 - -
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

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

Previous Ord #'s Related ord. 498-12-24Is 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	102	100	CW 77 8234		99,250.00
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	102	100	CBG	7778 1218	99,250.00
2					
3					
4					

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

Pages from proposal

STAFF ANALYSIS

Accepting and authorizing RFP #UE25-40 for the Community Solar Project Planning and Development Program.

Funding: *This phase of the project will be funded up to \$100,000.00 by the State of Illinois' Community Solar Energy Sovereignty Grant, (Ord. #498-12-24). A supplemental appropriation is needed to move funds from the revenue line to the expenditure line.

FUNDS CHECK BY: Rachel CarsonDIRECTOR / SUPERVISOR: Doug Brown
Digitally signed by Doug Brown
Date: 2025.04.08 08:30:07
+5'00'CITY PURCHASING AGENT: J Michael Lesko

SIGN OFF: _____

(Mayor's Signature) GBM

Date: _____

Date: _____

Date: 04/08/2025(Director of OBM) Ramona Metzger

The information supplied on this form is not confidential information.

2025-181

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT
UE25-02-64 – ANHYDROUS AMMONIA FOR DALLMAN POWER
PLANT FOR A THREE-YEAR PERIOD WITH BRANDT DEALER
SUPPORT, LLC IN AN AMOUNT NOT TO EXCEED \$1,400,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE25-02-64 – Anhydrous Ammonia for Dallman Power Plant for three years with Brandt Dealer Support, LLC ("Brandt") for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE25-02-64 was placed, and

WHEREAS, Brandt submitted the lowest bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE25-02-64.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Brandt under Contract UE25-02-64 – Anhydrous Ammonia for Dallman Power Plant, in an amount not to exceed One Million Four Hundred Thousand Dollars and No Cents (\$1,400,000.00) for the Office of Public Utilities.

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

Section 3. Payment to Brandt for a total amount not to exceed One Million Four Hundred Thousand Dollars and No Cents (\$1,400,000.00) from Account No. 102-100-CABC-8016-1418 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 4-29-25
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: Brandt Dealer Support, LLC

CONTRACT AMOUNT: \$1,400,000.00

TYPE OF AWARD: Low Bid / UE25-02-64

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 119-04-2020, UE20-01-76, Brandt Dealer Support, LLC, 5 years
\$4,000,000.00, Low bid.

INFORMATION:

This is a recurring ordinance for the purchase of anhydrous ammonia.

This ordinance accepts Contract UE25-02-64 with Brandt Dealer Support, LLC ("Brandt") in an amount not to exceed \$1,400,000.00 for the purchase and delivery of anhydrous ammonia. The contract period is for three (3) years and is to supply the estimated 600 tons per year.

Anhydrous ammonia is used for nitrous oxide control in the Selective Catalytic Reduction ("SCR") systems at Dallman. The product will be purchased on an as needed basis. No minimum quantity is guaranteed.

There were three bidders on this contract, one local vendor and two non-local vendors. Brandt is a local vendor. Brandt has been supplying ammonia to Dallman for the previous sixteen (16) years and always performed well. The last time this contract was awarded was in 2020 in the amount of \$4,000,000.00 for five (5) years. (Ordinance 119-04-2020 / Brandt.)

2025-182

CONTRACT NAME: Anhydrous Ammonia for Dallman Power Plant

CONTRACT NO: UE25-02-64

DEPARTMENT: Power Generation

DATE: March 27, 2025



	Brandt Dealer Support, LLC Springfield, IL	Airgas Specialty Products, Inc. Lawrenceville, GA	Tanner Industries, Inc. Southampton, PA	Brenntag Mid-South, Inc. Bartonville, IL	Univar Solutions USA, LLC Tempe, AZ
Ammonia price per ton (Tampa Price Index for week of March 1, 2025)	\$444.53	\$444.53	\$444.53		
Margin/Transportation Cost per ton	\$160.28	\$205.28	\$168.00		
Total Cost per ton	\$604.81	\$649.81	\$612.53		
5% Local Vendor Preference	N/A	\$32.49	\$30.63		
Evaluated Bid Total	\$604.81	\$682.30	\$643.16	No Bid	No Bid

Recommend award of bid to Brandt Dealer Support, LLC, low bid.



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

COMMODITIES

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

Date: **February 25, 2025**
Fax: 217-789-2207

Contract Index No: **UE25-02-64**
Contract Name: **Anhydrous Ammonia for Dallman Power Plant**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: 2:00 P.M. Central Time USA Thursday, March 27, 2025

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

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

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

Name of Vendor: BRANDT Dealer Support

Contact Name: Eric Gordon

Vendor Address: 2935 South Koke Mill Road Springfield, IL 62711

Vendor E-Mail: eric.gordon@brandt.co

Phone: 217-341-1722 Fax: _____

PRICE PAGE
ANHYDROUS AMMONIA FOR DALLMAN POWER STATION

Due to Homeland Security Issues - CWLP may need to make changes in our physical plant during this contract, therefore we request:

CONTRACTOR AGREES TO HAUL ANHYDROUS AMMONIA TO THE DALLMAN POWER STATION UNDER THE TERM AS STATED IN *THESE SPECIFICATIONS* FOR THE FOLLOWING UNIT PRICE:

COST PLUS: FOR Dallman Power Station 3100 Adlai Stevenson Drive, Springfield IL 62703 based on daily pipeline cost as documented by weekly Tampa index prices, margin and trucking (includes attached fuel cost adjustment).

CWLP reserves the right to change indexes on an annual basis or in the event of "force majeure" affecting the specified index.

Ammonia price per ton, Tampa Price Index for week of March 1, 2025:

\$ 460 metric ton and 417.31 short ton per ton

Plus Margin/Transportation cost

\$ 155.00 per ton

\$5.28 Super fund Tax that is not exempt

TOTAL Cost per ton

\$ 577.59 per ton

TAXES: Since CWLP is a municipally owned Contractor shall confirm that no tax has been included in the price which would be exempted for a government entity by writing: "No tax included". Each invoice will include a copy of the appropriate Tampa indexes.

FUEL COST ADJUSTMENT

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

The document cost of #2 fuel oil will be calculated as follows:

Midwest Rack Price of # 2 Fuel

Illinois Motor Fuel Tax	\$0.5450
Federal Motor Fuel Tax	\$0.2440
Illinois Use Tax	(6.25%)
Federal Super Fund	\$0.0039
Illinois Underground Storage Tank Tax	\$0.003

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

For each one cent per gallon increase in the price of #2 fuel oil above \$3.75 per gallon, the hauling rate will be increased by 3 cents per ton.

For each one cent per gallon decrease in the price of #2 fuel oil below \$3.75 per gallon, the hauling rate will be decreased by 3 cents per ton.

ORDINANCE FACT SHEET

DATE OF 1st READING: 05/06/25

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: 1,400,000.00

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

CONTRACTOR / VENDOR NAME: Brandt Dealer Support, LLC VENDOR NO: IN0037381

CONTRACT TERM: 3 years Change in Scope Yes ☐ No ☒

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

Method of Purchase (check one)

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

Previous Ord #'s 119-04-20

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	102	100	CABC	8016	1418
2					
3					
4					

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

Bid tab, pages of blue book

STAFF ANALYSIS

Authorizing Contract UE25-02-64 - Anhydrous Ammonia for Dallman Power Plant - 5 yr. term.

FUNDS CHECK BY:

Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H.
Date: 2025.04.09 11:10:31 -05'00'

DIRECTOR / SUPERVISOR:

Doug Brown Digitally signed by Doug Brown
Date: 2025.04.08 08:31:01 -05'00'

CITY PURCHASING AGENT:

J Michael Lesko

Date: _____

Date: _____

Date: 04/09/2025

Scott Rogers

SIGN OFF:

[Signature]
(Mayor's Signature) *GEM*

Ramona Metzger
(Director of OBM)

The information supplied on this form is not confidential information.

2025-182

2025-183

AN ORDINANCE AUTHORIZING THE PURCHASE OF NEW RELAYS FOR
VARIOUS SUBSTATIONS FROM SCHWEITZER ENGINEERING
LABORATORIES, INC. IN AN AMOUNT NOT TO EXCEED \$69,359.16,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of new distribution relays for the various substations from Schweitzer Engineering Laboratories, Inc. ("SEL"), and

WHEREAS, these relays are aging and beginning to fail in the field, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of new distribution relays from SEL in an amount not to exceed Sixty-Nine Thousand Three Hundred Fifty-Nine Dollars and Sixteen Cents (\$69,359.16).

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

Section 3. The payment to SEL for the total maximum amount of Sixty-Nine Thousand Three Hundred Fifty-Nine Dollars and Sixteen Cents (\$69,359.16) from Account No. 102-100-CBEB-3532-2310 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

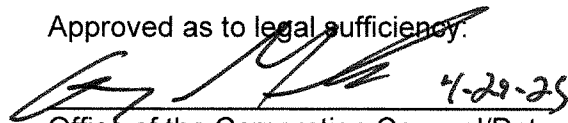
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency.

 7-29-25

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-183

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Schweitzer Engineering Laboratories, Inc.
CONTRACT AMOUNT: \$69,359.16
TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 149-05-24, Schweitzer Engineering Laboratories, Inc.,
\$202,521.02.

INFORMATION:

This Ordinance approves the purchase of new distribution relays for the various substations from Schweitzer Engineering Laboratories, Inc. ("SEL") in an amount not to exceed \$69,359.16. The current relays are at the end of life and beginning to fail. These relays provide system protection for power lines throughout the City. Failure of the protection systems can cause more prolonged outages and high costs due to damaged equipment.

For several years, the Utility has awarded contracts to SEL (UE14-04-023, UE15-06-030, UE16-03-08, UE17-03-05, UE18-063-04, NB19-85U, NB20-82U-1, NB21-115U-1, NB22-50U-1, NB23-148U, NB24-08U, and NB25-77U). Last year, Ordinance No. 149-05-24 authorized the purchase of distribution and bus relays for the various substations from SEL, as a sole source vendor, in an amount not to exceed \$202,521.02. The Utility has installed these relays at multiple locations and wants consistency throughout its distribution system.

Schweitzer Engineering Laboratories, Inc. is not a local vendor.

2025-183



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: April 28, 2025

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Schweitzer Engineering Laboratories, Inc., ("SEL"), for purchase of new distribution relays for the various substations for the Office of Public Utilities, Electric Transmission & Distribution.

The Utility is standardized SEL relays for both reliability and continuity.

Based on the information provided, I have determined that with Schweitzer Engineering Laboratories, Inc., is 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.

2025-183



Please address purchase orders to:
Schweitzer Engineering Laboratories, Inc.
2350 NE Hopkins Court
Pullman, WA 99163

Reference this quote number and send purchase orders to:
support@astareg.com

Created Date	4/17/2025	Quote Number	00418687
Account Name	City of Springfield (IL)	Expiration Date	3/25/2025
Sold To Contact	Jacob Hill	Prepared By	Thea Lenardi
Sold To Contact Email	jacob.hill@cwlp.com	Sold To Sales Channel	A Star Electric Company
Sold To Contact Phone	+1 (217) 741-3382		support@astareg.com

Line No.	Part Number	Description	Sales Price	Quantity	Total Price
1	751A#3T60	SEL-751A 751A01A1A0X0X850220	USD 1,706.68	5.00	USD 8,533.40
2	751A#WB8X	SEL-751A 751A01A0X0X0X850000	USD 1,263.75	6.00	USD 7,582.50
3	487B#WRT5	SEL-487B With Conventional Secondary Inputs	USD 11,503.36	4.00	USD 46,013.44
4	751#NF8G	SEL-751 Feeder Protection Relay 751101ACA0X70850220	USD 3,614.91	2.00	USD 7,229.82

0487B1X4X52XB1XE1H7EXXX

Grand Total USD 69,359.16

Lead Time

Lead times are confirmed upon receipt of a complete purchase order and can be subject to change due to special circumstances.
Lead times do not include delivery times.

Typical Lead Times

Ship-from-stock products: 2 business days

All other products: 4–10 business days

Faulted-circuit indicators and sensors: Confirmed at time of order

End User

All submitted purchase orders must contain valid and complete end-user information, including full address. Incomplete or invalid information may delay the processing of the purchase order.

Freight

Prices include ground freight prepaid within the 48 contiguous United States via SEL's preferred carrier. Buyers may request expedited delivery service at their expense by submitting a collect account or by including added charges to their invoice. Orders with multiple items may be shipped from multiple locations and may arrive in more than one delivery.

Manuals

Equipment manuals are provided free on CD with relays. If a hard copy manual is required, this should be specified at the time of order as a separate line item and may be subject to freight charges.



Warranty

SEL is pleased to offer our 10-Year Product Warranty. Please visit <https://selinc.com/company/quality/>. Third-party products included in this Quote are not covered by SEL's warranty. SEL will pass on the original manufacturer warranty to the Buyer if possible.

Payment Terms

Net 30 or per the approved credit terms with SEL. SEL may require additional credit information or prepayment prior to acceptance of a purchase order if credit terms have not been established or are insufficient to cover this purchase.

Quote Terms

Prices are based on quoted quantities and may change if quantities change. Prices do not include sales tax.

Information within this quotation is for your evaluation purposes only. Disclosure of this information outside of your company is prohibited.

Purchase order modifications or cancellations may result in additional fees and adjustment to delivery schedule. To prevent delays, please carefully review the part number descriptions listed in the above table to ensure ordering options will meet requirements.

SEL values your right to privacy, and uses personal data provided to SEL only for our legitimate business interests. More information may be found at the [SEL Privacy Policy](#). You may exercise your rights related to your personal data by contacting the SEL Data Protection Officer at data_protection@selinc.com.

All sales are subject to the attached SEL Sales Terms, available on SEL's website (<https://www.selinc.com/termsandconditions/unitedstates>) and incorporated herein by reference unless Buyer and SEL has a Master Agreement or signed negotiated terms on file.



SCHWEITZER ENGINEERING LABORATORIES, INC.

2350 NE Hopkins Court • Pullman, WA 99163-5603 USA
Phone: +1.509.332.1890 • Fax: +1.509.332.7990
www.selinc.com • info@selinc.com

May 29, 2013

Mark Melton
Maintenance Supervisor
Protective Relay Department
City Water Light & Power
1600 S. Groth Street
Springfield, IL 62703

Subject: Schweitzer Engineering Laboratories Representation in Illinois

Dear Mr. Melton:

I am the Regional Sales and Service Director for SEL in SEL's Central Region.
I can be reached at the contact information below.

A Star Electric Company is the exclusive Sales Representative firm for SEL in the State of Illinois. All RFQs for SEL Products should be directed to A Star for accomplishment and fulfillment.

Your manufacturer's representative is Mr. Erik Hanssen. He is an outstanding representative for his firm and for SEL. I am fortunate to get to work with Mr. Hanssen.

I am available to assist you with any SEL related discussions. Thank you for your time.

Respectfully,

Charles J. Hardy
Regional Sales and Service Director
Schweitzer Engineering Laboratories
318 Seaboard Lane Ste 113
Franklin, TN 37067

Office Phone: (509)336-7190
Office Email: Charles_Hardy@selinc.com

ORDINANCE FACT SHEET

DATE OF 1st READING: 05-06-25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

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

FISCAL IMPACT: 69,359.16

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

CONTRACTOR / VENDOR NAME: Schweitzer Laboratories, Inc.

VENDOR NO: VC*3358

CONTRACT TERM: - Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: see above

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

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

Code Provision: 38.40

Previous Ord #'s Latest: 149-05-24

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CBEB	3532	2310	69,359.16
2						
3						
4						

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

SEL's Quote, SEL's Sole Source letter

STAFF ANALYSIS

Purchase of new relays for various substations to replace the aging ones that are beginning to fail.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H.
Date: 2025.04.25 13:06:50 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2025.04.25 12:57:51 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2025.04.28 08:22:56 -05'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)

Ramona Metzger

Digitally signed by Ramona Metzger
Date: 2025.04.28 10:39:23 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-183

2025-184

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW TRUCK FROM OLATHE FORD SALES, INC. FROM A THIRD-PARTY COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL IN AN AMOUNT NOT TO EXCEED \$124,749.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of a new 2025 Ford F450 Chassis Super Cab Truck with a Utility Service Body from Olathe Ford Sales, Inc. ("Olathe Ford") for the Office of Public Utilities, and

WHEREAS, this truck is for the Water Department to replace an existing older model truck, which is being retired due to high mileage and to be used for parts, and

WHEREAS, in accordance with the provisions of Section 38.50(3) of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint purchase under a third-party cooperative purchasing agreement with Sourcewell, Contract number 032824-OLA.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of a new 2025 Ford F450 Chassis Super Cab Truck with a Utility Service Body from Olathe Ford in an amount not to exceed One Hundred Twenty-Four Thousand Seven Hundred Forty-Nine Dollars and No Cents (\$124,749.00).

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

Section 3. The payment to Olathe Ford for the total maximum amount One Hundred Twenty-Four Thousand Seven Hundred Forty-Nine Dollars and No Cents (\$124,749.00) from Account No. 101-100-BA-4602-1503 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 4-29-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-184

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

VENDOR NAME: Olathe Ford Sales, Inc.
CONTRACT AMOUNT: \$124,749.00
TYPE OF AWARD: Joint Purchase - Sourcewell

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes the purchase of (1) new 2025 Ford F450 4x4 Super Cab Chassis truck with a Utility Service Body (Knapheide 6108D54) from Olathe Ford Sales, Inc. ("Olathe Ford") in an amount not to exceed \$124,749.00 through Sourcewell Joint Purchasing Contract #032824-OLA.

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

This 2025 Ford F450 4x4 Super Cab Chassis truck (\$59,543.00) will have a Utility Service Body (\$59,890.00). The factory options, the transfer of items from old truck to this new truck, and delivery cost bring the total to the ordinance amount (\$124,749.00).

This new Ford F450 will replace a 2008 Ford F350 with high mileage (212,147 miles). The current F350 will be used for parts.

Olathe Ford is a not 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: April 24, 2025

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to Olathe Ford Sales, Inc. for the purchase of 1 Ford F450 Super Chassis Cab for a CWLP Water Crew for the Office of Public Utilities.

The unit will be purchased using Sourcewell Joint Purchasing Contract #032824-OLA with Drake Skruggs supplying the Knaphiede Utility Body.

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



Purchase Order / Quote

OLATHE FORD SALES INC
SANDRA GONZALEZ
GOVERNMENT MANAGER
DIRECT - 913-312-5371

Date	3/20/2025
Valid Until	4/30/2025
Contract	SOURCEWELL - 032824
PO	
Lead Time	APPROX 12 WEEKS

Customer:
CITY OF SPRINGFIELD

Invoice Address:

Delivery Address:
Same

Description - Vehicle Preview Details		Line Total
2025 X4H F-450 - 4x4 Super Chas Cab DRW - 168" WB - 60" CA		\$59,543.00
F450 4X4 SUPERCAB CHAS CAB/168 168 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE VINYL 40/20/40 SEATS MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.650A .XL TRIM .AIR CONDITIONING - CFC FREE .AM/FM STEREO MP3/CLK .7.3L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT 225/70R19.5G BSW MAX TRAC TIRE 4.88 RATIO LIMITED SLIP AXLE FORD FLEET SPECIAL ADJUSTMENT FRONT LICENSE PLATE BRACKET PLATFORM RUNNING BOARDS 16500# GVWR PACKAGE SKID PLATES	SPARE TIRE AND WHEEL TRAILER BRAKE CONTROLLER CENTER HIGH MOUNT STOP LAMP AUTO EMERGENCY BRAKE REMOVAL JACK 350 AMP ALTERNATOR HEAVY SERVICE FRONT SUSPENSION EXTERIOR BACKUP ALARM DUAL BATTERY REAR VIEW CAMERA & PREP KIT	
DRAKE-SCRUGGS - KNAPHEIDE BODY - QTE - 030925-0		\$59,890.00
OPTIONAL - TRANSFER MACHINE FROM OLD TRUCK TO NEW TRUCK		\$1,391.00
FACTORY OPTION TOTAL		\$2,975.00

Special Notes and Instructions
MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING
QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOSES. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOORPLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME.
PAYMENTS FOR VEHICLES MUST BE MADE WITHIN 30 DAYS OF INVOICE OR OLATHE FORD RESERVES THE RIGHT TO CHARGE FLOORPLAN INTEREST FOR EACH DAY INVOICE IS OVERDUE

Subtotal less trade-in	\$123,799.00
Sales Tax 0.00%	\$0.00
Tire Tax 0	\$0.00
Extended Warranty	\$0.00
Flooring	\$0.00
Delivery	\$950.00
MSO / ODO	\$0.00
Total Per Unit	\$124,749.00
Quantity of Units	1
PO Total	\$124,749.00

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

If you have any questions concerning this quote, contact Sandra Gonzalez

Thank you for your business!

1845 E SANTA FE, OLATHE, KS 66062
505-850-5504 - SGONZALEZ@OLATHEFLEET.COM

2025-184



Drake-Scruggs Equipment Inc

Home Office

2000 S. Dirksen Parkway

Springfield, IL 62708-

(217) 753-3871

Fax (217) 753-2760

Olathe Ford -- Sourcewell / CWLP Water Department

Attn: Sandra Gonzalez

1845 East Santa Fe

Olathe, KS 66062-000

Tel. (505) 850-5504

Fax (000) 000-0000

We are pleased to quote to you, the equipment described below delivered F.O.B., Springfield, IL in accordance with specifications attached:

Quote Number **030925-0**

Per the following specification we are quoting:

Provide and install a Knapheide 6108D54 Service Body and other Accessories on a customer furnished 2025 Ford F450 SuperCab 4x4 with 60"CA, DRW and Gas Engine.

* **Total** ----- **\$59,890.00**

Delivery ARO Days

State and municipal sales taxes are to be added if applicable. FET shall be added if applicable.

Terms are Net 10. This Quote is valid for a period of 30 days from Monday, March 10, 2025.

The goods described herein will be sold subject to the additional provisions and our regular warranty printed on the next page hereof. We thank you for the courtesy extended to us, and hope to be favored with your acceptance of this proposal. Your acceptance of this proposal will not be binding upon us until one of our salesmen and an authorizing person of your company approves this proposal hereon in writing. No parts shall be ordered until a signed copy of this form and/or a P.O. has been received.

ACCEPTED:

Date: _____

PO #

Respectfully Submitted,

Drake-Scruggs Equipment Inc.

Quote Prepared By Aaron Thompson

Firm Name: _____

By: _____

GEM

By: _____

Aaron Thompson, Sales Representative

Monday, March 17, 2025

Page 1 of 5

2025-184



Drake-Scruggs Equipment Inc.

ADDITIONAL PROVISIONS

1. Occasions in which Drake-Scruggs Equipment Inc is to supply the cab and chassis for a customer it shall be invoiced to you upon delivery to Drake-Scruggs Equipment.
2. If, for any reason, delivery is not made within 10 days from the date specified, the cash selling price quoted herein will be subject to adjustment to conform to our regular cash selling price of the goods covered by this proposal in effect at the time of delivery. If the price adjustment results in an increase in price, you shall have the privilege of accepting delivery at the increased price or canceling your acceptance of this proposal by giving written notice of such cancellation to us within 5 days after notice of such price increase is given to you.
3. You agree to accept the goods covered by this proposal, as fulfilled thereof, with such changes in design and materials, or either of them, which we might make.
4. If any sales or excise taxes now in effect, shall be increased, or any new sales, excise, floor or processing taxes shall be imposed by federal, state, or local laws, you are to reimburse us for any and all such increased or new taxes that we may be required to pay or to reimburse to others by reason of the manufacture, purchase or sale of the articles and equipment covered by this proposal. The amount of such increased or new taxes may be billed as a separate item or added to the price of the articles and equipment to which they are applicable at our option.
5. We shall not be responsible for loss, damage, or delays in transportation after shipment, nor for failure to supply any goods covered by this proposal or to deliver the same on time where prevented by strikes, fires, or accidents, or by the demand exceeding the available supply, or by any other cause beyond our reasonable control.
6. Any cost incurred by Drake-Scruggs Equipment, Inc. as a result of either cancellation or change orders shall be passed to the buyer.

*Delivery time is only an estimate. This time may change due to unforeseen problems.

WARRANTY

DRAKE-SCRUGGS EQUIPMENT, INC. Warrants each new article to be free from defects in material and workmanship under normal use and service, its obligation under this warranty being limited to making good any part or parts thereof which shall be returned to it with transportation charges prepaid, and which its examination shall disclose to its satisfaction to have been thus defective, provided that such part or parts shall be so returned to it not later than (90) days after delivery of such article to the original purchaser. This warranty is expressly in lieu of all other warranties expressed or implied and of all other obligations or liabilities on its part, and it neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its equipment.

This warranty shall not apply to any article which shall have been repaired or altered outside of its shop in any way so as, in its judgment, to affect its stability, nor which has been subject to misuse, negligence or accident. Warranty on all new equipment is subject to the individual manufacturer as attached.

Your Drake- Scruggs installed equipment is warranted from defects and workmanship for one year from the date of delivery. Included is one free field service trip within this warranty period. Normal travel charges will apply after this initial trip during the one year warranty period. After expiration of the one year warranty, normal travel, labor and material charges will apply. The one year warranty only applies to new components sold and installed by Drake-Scruggs Equipment Inc. Normal maintenance, repairs due to lack of maintenance and equipment transfers from chassis to chassis are not included in this warranty.

Service Body:

Knapheide 6108D54 Steel Service Body

Overall Length: 108"

Overall Width: 94"

Compartment Height: 40"

Compartment Depth: 20"

Streetside Compartmentation

1st Vertical: Transverse compartment; stops 14" from curbside

One shelf at cargo floor height

Horizontal: One Pull-out Shelf w/ 9" of clearance under shelf

Rear Vertical: Open (Hydraulic controls mounted here)

Curbside Compartmentation

1st Vertical: C-Tech Drawer Unit; 3-3", 2-5", 1-7" drawers

Horizontal: One pull-out shelf, one tray on bottom; all divider slots filled

Rear Vertical: One adjustable shelf with dividers

Body Construction and Features:

- Standard LED flush mounted Stop/Turn/Tail and Back up lights
- Body is constructed of 14 gauge, two-sided A40 galvalume steel
- 12 gauge treadplate floor
- Stainless Steel hinges and latches on all doors
- Double spring over center retainers on all vertical doors
- Heavy Duty chain stops hold horizontal door open
- Treadplate overlay to reinforce compartment tops
- Grab handles installed on back of body
- 12" high slam style tailgate
- Knapheide electrodeposition prime paint process
- Body painted White

Additional Features:

- LED Compartment Lights
- Mudflaps installed behind rear wheels
- Sloped Ladder Rack with rear roller installed on Curbside Compartment top
- Grip Strut Bumper with Hitch Recess
- Receiver hitch with 18,000 lb capacity
- 6-pin round trailer socket
- Vice Mount Bracket installed on curbside of bumper
- Cone Holder: Drivers side of rear bumper
- Two (2) 84"L X 20"W X 4"D Shovel Boxes; one on each compartment top
- Hotstick Storage Box 14"W X 7"T X full length; curbside of cargo area
- Long Tool Storage Rack installed in cargo area on each compartment back
- Ford Back up Camera Kit installed on back of body

Hydraulic System:

PTO and Pump to supply hydraulic power

- Diverter Valve installed in LRV Compartment
- 15 Gallon hydraulic fluid reservoir; installed in L1V compartment
- Filter system installed in L1V compartment
- Hydraulic fluid cooler
- 2 speed throttle control

Hannay Reels Hydraulic Hose Reel with Electric Rewind

- 75' of 1/2" Twin Hose

Installed at rear streetside compartment top; payout to rear

Lights:

Whelen L41 Series Beacon; Amber (2 units)

Drake Scruggs shop to fabricate two (2) post mounts for strobe beacons.

Whelen TAC815 Super-LED Traffic Advisor; Amber

- 47.75"L x 2"H x 2.64"D
- Left arrow, Right Arrow, Split Arrow, Warning Functions
- Includes Controller

Installed at front of body between post mounted beacons on fabricated crossbar.

Whelen ION T-Series LED Strobe Light; Amber

- 2 Lights installed on front grill
- Enable Strobe Function of Knapheide tail lights

Wire strobe lights and beacons to a single upfitter switch.

Inverter:

Ultimate Power 4000 Watt Pure Sine Inverter-Charger

Installed above mechanics drawer unit in R1V compartment.

Auxiliary deep cycle battery in battery box.

Ultimate Power 200A Battery Separator

110v outlet with weatherproof cover.

- Installed on back of body on curbside.
- Powered by Inverter

Gatorhyde

Gatorhyde Spray Liner applied to:

- Cargo area floor, walls and inside surface of tailgate
- Both Shovel Boxes and Rear Bumper

Quote Number: 030925-0

Total for One Unit

\$59,890.00

FOB: Springfield, IL

State and municipal sales taxes are to be added if applicable.

FET shall be added if applicable.

Option #1: Transfer Machine

**Check Mark to Select This Option*



Drake-Scruggs Shop to transfer Valve Exercisor Machine from old truck to new truck.

Add

\$1,391.00

A general example of the style / bed-type of truck:



2025-184



Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Olathe Ford Sales, Inc., 1845 E. Santa Fe, Olathe, KS 66062 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

ORDINANCE FACT SHEET

DATE OF 1st READING: 5/6/25

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: 124,749.00

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

CONTRACTOR / VENDOR NAME: Olathe Ford Sales, Inc. VENDOR NO: VC*8752

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

Method of Purchase (check one)

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

☐ Other: _____
☒ Exception: JP - Sourcewell
Code Provision: 38.50(3)(a)

Previous Ord #'s -

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	101	100	BA	4602	1503
2					
3					
4					

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

Quote

STAFF ANALYSIS

Purchasing (1) 2025 Ford F450 ChassisCab truck for Water Dept. - Joint Purchase / Sourcewell / contract #032824-OLA

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica
Date: 2025.04.22 11:17:47 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown
Digitally signed by Doug Brown
Date: 2025.04.22 09:50:37 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike
Digitally signed by Lesko, Mike
Date: 2025.04.24 08:13:42 -05'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

Metzger, Ramona M.
Digitally signed by Metzger, Ramona M.
Date: 2025.04.25 15:23:10 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-184

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW
TRUCK FROM OLATHE FORD SALES, INC. FROM A THIRD-
PARTY COOPERATIVE PURCHASING AGREEMENT WITH
SOURCEWELL IN AN AMOUNT NOT TO EXCEED \$131,125.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of a new 2025 Ford F450 Regular Cab Truck with a Knapheide Canopy Body from Olathe Ford Sales, Inc. ("Olathe Ford") for the Office of Public Utilities, and

WHEREAS, this truck is for a new service crew within the Water Department and

WHEREAS, in accordance with the provisions of Section 38.50(3) of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint purchase under a third-party cooperative purchasing agreement with Sourcewell, Contract number 032824-OLA.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of a new 2025 Ford F450 Regular Cab Truck with a Knapheide Canopy Body from Olathe Ford in an amount not to exceed One Hundred Thirty-One Thousand One Hundred Twenty-Five Dollars and No Cents (\$131,125.00).

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

Section 3. The payment to Olathe Ford for the total maximum amount of One Hundred Thirty-One Thousand One Hundred Twenty-Five Dollars and No Cents (\$131,125.00) from Account No. 101-100-BA-4602-1503 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

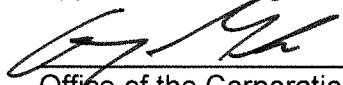
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 4-29-25

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-185

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

VENDOR NAME: Olathe Ford Sales, Inc.
CONTRACT AMOUNT: \$131,125.00
TYPE OF AWARD: Joint Purchase - Sourcewell

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes the purchase of (1) new 2025 Ford F450 4x2 Regular Cab truck with a Knapheide KC132H2094 KUVcc Service Body from Olathe Ford Sales, Inc. ("Olathe Ford") in an amount not to exceed \$131,125.00 through Sourcewell Joint Purchasing Contract #032824-OLA.

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

This 2025 Ford F450 Regular Cab truck (\$55,854.00) will have a Knapheide Canopy body (\$72,211.00) added to it for use by a new service crew for the Water Division. The factory options and delivery cost bring the total to the ordinance amount (\$131,125.00)

Olathe Ford is a not 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: April 7, 2025

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to Olathe Ford Sales, Inc. for the purchase of 1 Ford F450 Regular Cab for a CWLP Water Crew for the Office of Public Utilities.

The unit will be purchased using Sourcewell Joint Purchasing Contract #032824-OLA with Drake Skruggs supplying the Knaphiede Utility Body.

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



OLATHE FORD SALES INC
SANDRA GONZALEZ
GOVERNMENT MANAGER
DIRECT - 913-312-5371

Purchase Order / Quote

Date	3/20/2025
Valid Until	4/30/2025
Contract	SOURCEWELL - 032824
PO	
Lead Time	APPROX 12 WEEKS

Customer
CITY OF SPRINGFIELD

Invoice Address

Delivery Address
Same

Description - Vehicle Preview Details		Line Total
2025 FORD F-450 - F4G 4X2 Regular Chas Cab DRW - 169" WB - 84" CA		\$55,854.00
F450 4X2 CHASSIS CAB DRW/169 169 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE VINYL 40/20/40 SEATS MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.650A .XL TRIM .AIR CONDITIONING - CFC FREE .AM/FM STEREO MP3/CLK .7.3L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT 225/70R19.5G TRACTION TIRES 4.88 RATIO NON LTD SLIP AXLE FORD FLEET SPECIAL ADJUSTMENT FRONT LICENSE PLATE BRACKET PLATFORM RUNNING BOARDS 16500# GVWR PACKAGE	120V/400W OUTLET JOB #1 ORDER SPARE TIRE AND WHEEL CENTER HIGH MOUNT STOP LAMP AUTO EMERGENCY BRAKE REMOVAL JACK 410 AMP DUAL ALTERNATOR HEAVY SERVICE FRONT SUSPENSION EXTERIOR BACKUP ALARM DUAL BATTERY REAR VIEW CAMERA & PREP KIT	
	DRAKE SCRUGGS - KNAPHEIDE CANOPY BODY - QTE 031125-0	\$72,211.00
FACTORY OPTION TOTAL		\$2,110.00

Special Notes and Instructions
MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING
QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOS. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOORPLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME.
PAYMENTS FOR VEHICLES MUST BE MADE WITHIN 30 DAYS OF INVOICE OR OLATHE FORD RESERVES THE RIGHT TO CHARGE FLOORPLAN INTEREST FOR EACH DAY INVOICE IS OVERDUE

Subtotal less trade-in	\$130,175.00
Sales Tax 0.00%	\$0.00
Tire Tax 0	\$0.00
Extended Warranty	\$0.00
Flooring	\$0.00
Delivery	\$950.00
MSO / ODO	\$0.00
Total Per Unit	\$131,125.00
Quantity of Units	1
PO Total	\$131,125.00

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature

Print Name

Date

If you have any questions concerning this quote, contact Sandra Gonzalez

Thank you for your business!

1845 E SANTA FE, OLATHE, KS 66062
505-850-5504 - SGONZALEZ@OLATHEFLEET.COM



2025-185



Drake-Scruggs Equipment Inc

Home Office

2000 S. Dirksen Parkway

Springfield, IL 62708-

(217) 753-3871

Fax (217) 753-2760

Olathe Ford -- Sourcewell / CWLP Water Department

Attn: **Sandra Gonzalez**

1845 East Santa Fe

Olathe, KS 66062-000

Tel. (505) 850-5504

Fax (000) 000-0000

We are pleased to quote to you, the equipment described below delivered F.O.B., Springfield, IL in accordance with specifications attached:

Quote Number **031125-0**

Per the following specification we are quoting:

Provide and install a Knapheide KC132H2094 KUVcc Service Body and other Accessories on a customer furnished 2025 Ford F550 SuperCab 4x2 with 84"CA and Gas Engine.

* **Total** ----- **\$72,211.00**

Delivery ARO Days

State and municipal sales taxes are to be added if applicable. FET shall be added if applicable.

Terms are Net 10. This Quote is valid for a period of 30 days from Tuesday, March 11, 2025.

The goods described herein will be sold subject to the additional provisions and our regular warranty printed on the next page hereof. We thank you for the courtesy extended to us, and hope to be favored with your acceptance of this proposal. Your acceptance of this proposal will not be binding upon us until one of our salesmen and an authorizing person of your company approves this proposal hereon in writing. No parts shall be ordered until a signed copy of this form and/or a P.O. has been received.

ACCEPTED:

Date: _____

P.O. # _____

Firm Name: _____

By: _____

Respectfully Submitted,

Drake-Scruggs Equipment Inc.

Quote Prepared By Aaron Thompson

GEM

Aaron Thompson, Sales Representative

Tuesday, March 18, 2025

2025-185

Page 1 of 5



Drake-Scruggs Equipment Inc.

ADDITIONAL PROVISIONS

1. Occasions in which Drake-Scruggs Equipment Inc is to supply the cab and chassis for a customer it shall be invoiced to you upon delivery to Drake-Scruggs Equipment.
2. If, for any reason, delivery is not made within 10 days from the date specified, the cash selling price quoted herein will be subject to adjustment to conform to our regular cash selling price of the goods covered by this proposal in effect at the time of delivery. If the price adjustment results in an increase in price, you shall have the privilege of accepting delivery at the increased price or canceling your acceptance of this proposal by giving written notice of such cancellation to us within 5 days after notice of such price increase is given to you.
3. You agree to accept the goods covered by this proposal, as fulfilled thereof, with such changes in design and materials, or either of them, which we might make.
4. If any sales or excise taxes now in effect, shall be increased, or any new sales, excise, floor or processing taxes shall be imposed by federal, state, or local laws, you are to reimburse us for any and all such increased or new taxes that we may be required to pay or to reimburse to others by reason of the manufacture, purchase or sale of the articles and equipment covered by this proposal. The amount of such increased or new taxes may be billed as a separate item or added to the price of the articles and equipment to which they are applicable at our option.
5. We shall not be responsible for loss, damage, or delays in transportation after shipment, nor for failure to supply any goods covered by this proposal or to deliver the same on time where prevented by strikes, fires, or accidents, or by the demand exceeding the available supply, or by any other cause beyond our reasonable control.
6. Any cost incurred by Drake-Scruggs Equipment, Inc. as a result of either cancellation or change orders shall be passed to the buyer.

*Delivery time is only an estimate. This time may change due to unforeseen problems.

WARRANTY

DRAKE-SCRUGGS EQUIPMENT, INC. Warrants each new article to be free from defects in material and workmanship under normal use and service, its obligation under this warranty being limited to making good any part or parts thereof which shall be returned to it with transportation charges prepaid, and which its examination shall disclose to its satisfaction to have been thus defective, provided that such part or parts shall be so returned to it not later than (90) days after delivery of such article to the original purchaser. This warranty is expressly in lieu of all other warranties expressed or implied and of all other obligations or liabilities on its part, and it neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its equipment.

This warranty shall not apply to any article which shall have been repaired or altered outside of its shop in any way so as, in its judgment, to affect its stability, nor which has been subject to misuse, negligence or accident. Warranty on all new equipment is subject to the individual manufacturer as attached.

Your Drake- Scruggs installed equipment is warranted from defects and workmanship for one year from the date of delivery. Included is one free field service trip within this warranty period. Normal travel charges will apply after this initial trip during the one year warranty period. After expiration of the one year warranty, normal travel, labor and material charges will apply. The one year warranty only applies to new components sold and installed by Drake-Scruggs Equipment Inc. Normal maintenance, repairs due to lack of maintenance and equipment transfers from chassis to chassis are not included in this warranty.

Service Body:

Knapheide KC132H2094 Canopy Roof Service Body

Overall Length: 133.25"

Overall Width: 94"

Overall Height: 90"

Roof Side Height: 50"

Compartment Height: 40"

Compartment Depth: 20"

Streetside Compartmentation

1st Vertical: Ctech Drawer Unit: 1-7", 2-5", 3-3" Drawers

2nd Vertical: Two adjustable shelves with dividers

Horizontal: One pullout shelf

Rear Vertical: One adjustable shelf with dividers

Curbside Compartmentation

1st Vertical: Two adjustable shelves with dividers

2nd Vertical: Two adjustable shelves with dividers

Horizontal: One pull out shelf

Rear Vertical: One pull out shelf, One adjustable shelf with dividers

Body Accessories:

- Hand crank operated roof vent
- Two (2) sliding glass windows on each side of canopy roof
- Two (2) side mount Ladder Racks
- Mechanics Vise Bracket
- Knapheide Galva-Grip Bumper with Hitch Recess

Compartment Lights:

Install Knapheide Compartment Light Kit

Wire Compartment Lights to an in cab upfitter switch

Warning Lights:

Whelen ION T-Series LED Strobe Light; Amber

- 2 Lights installed on front grill
- 2 Lights installed on each side of body in upper corners
- Enable Strobe Function of Knapheide tail lights

Wire Strobe Lights to an in cab upfitter switch

Whelen Traffic Advisor Light Bar with Controller

- Installed above rear doors

Work Lights:

Betts Industries LED Work Light

- 2 Lights installed on back of body; 12" from top

Work Lights are controlled by an in cab upfitter switch

Inverter:

Ultimate Power UP12/4000SD-CG 4000 Watt Pure Sine Inverter-Charger

- Installed in RF Vertical Compartment
- Remote ON/OFF Switch and Lighted Indicator installed in cargo area at C/S rear

Miscellaneous Wiring for Inverter

Quote Number: **031125-0**

One (1) 20 amp non-GFI weather proof outlet:

- Installed inside Cargo Area at curbside rear on compartment top shelf

Auxiliary deep cycle battery in battery box.

Ultimate Power 200A Battery Separator

Reelcraft L 4545 123 3 Power Cord Reel with Single Receptacle

- 45' of 12/3 cord

Installed on curbside at rear with payout thru rear access door

Towing:

Knapheide 2-1/2" Receiver Hitch; 21,000 lb

Buyers BH-82000 Combination Hitch with 2" Ball

- 8 ton capacity

Buyers 2-1/2" Draw Bar with Pintle Hitch Plate

- 8 ton / 16,000 lb capacity

B40 D-Rings

- Installed on either side of hitch

Buyers 6-way round pin Trailer Connector

Hydraulic System:

PTO and Pump to supply Hydraulic Power

- 30 Gallon hydraulic fluid reservoir; installed in load area toward front
- Hydraulic fluid cooler; installed on front of body toward top
- Flow control valve
- 2 speed throttle control

Hannay Reels Hydraulic Hose Reel

- 50' of twin 1/2" hose

Installed on the streetside compartment top with payout thru drop down door on back of body

Manufacturer's recommended amount of hydraulic oil to provide power to the unit.

InPower Two Speed Throttle Control: SAT-LD-02

Body Accessories:

20" X 18" DSE Imprinted Mudflaps installed behind rear wheels

Buyers 12" Rubber Belt Grip-Strut Step

Installed under curbside of bumper

36" Chrome Grab Handle

Installed just inside curbside rear door

Install Factory Back up Camera Kit

Fabrication:

Drake Scruggs shop to fabricate a Cone Holder

- installed in RF bumper in lieu of tow hook

Quote Number: **031125-0**

Shovel Rack: stow 6 shovels
Installed above shelf on curbside at rear

Tool/Material Hook; 5"
- Six hooks installed; evenly spaced around cargo area on shelf flange
- Three hooks installed on bulkhead; 2 in high location, 1 about 12" lower

Water Cask Stand:
- Igloo Mounting Bracket
- Stand to mount Water Cask on streetside at rear; 25" from floor
- Stand to incorporate rack for two (2) water key tools
- 4"x 12" PVC tube for additional tool storage

Spray Liner:

Gatorhyde Spray Liner applied to:
- Cargo area walls and floor

Certification:

Clean, Weigh, and Test Run completed vehicle prior to delivery.

Total for One Unit

\$72,211.00

FOB: Springfield, IL

State and municipal sales taxes are to be added if applicable.

FET shall be added if applicable.

Option #1

****Check Mark to Select This Option***



VANAIR V2 Multi-Drive Underdeck System
- Air Compressor: 160 CFM @ 150 PSI
- Hydraulic Pump: 10 GPM @2000 PSI
Control Panel mounted in CS1V Compartment toward top

Reelcraft 7850 OLP Air Hose Reel
- Spring Rewind
- Includes 50' of 1/2" hose
Mounting location TBD

Add

\$28,191.00

A general example of the style / bed-type of truck:



2025-185



Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Olathe Ford Sales, Inc.**, 1845 E. Santa Fe, Olathe, KS 66062 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This **Contract expires July 9, 2028**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

ORDINANCE FACT SHEET

DATE OF 1st READING: /25OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlisleEMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: x-2626FISCAL IMPACT: 131,125.00SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / Joint Purchase / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Olathe Ford Sales, Inc. VENDOR NO: VC*8752CONTRACT 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 ☐ Other:
☐ Low Bid Meeting Specs ☒ Exception: JP - Sourcewell
☐ Low Evaluated Bid Code Provision: 38.50(3)(a)

Previous Ord #'s -Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

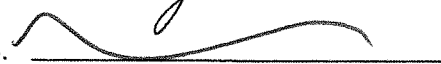
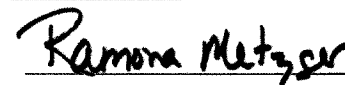
EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	101	100	BA	4602	1503	131,125
2						
3						
4						

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

Quote

STAFF ANALYSIS

Purchasing (1) 2025 Ford F450 Regular Cab truck for Water Dept. - Joint Purchase / Sourcewell / contract #032824-OLA

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H.
Date: 2025.04.07 09:44:20 -05'00'Date: DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2025.04.07 09:30:28 -05'00'Date: CITY PURCHASING AGENT: J Michael LeskoDate: 04/07/2025SIGN OFF: 
(Mayor's Signature) GEM
(Director of OBM)

The information supplied on this form is not confidential information

2025-185

Duplicate Items

(They don't need to be scanned for the agenda, **BUT WILL NEED SIGNATURES** upon passage.)

**** - Clerk's office:** after receiving the signed copies, please **CALL Michelle (x-2626)** – I will pick up.



OLATHE FORD SALES INC
SANDRA GONZALEZ
GOVERNMENT MANAGER
DIRECT - 913-312-5371

Purchase Order / Quote

Date	3/20/2025
Valid Until	4/30/2025
Contract	SOURCEWELL - 032824
PO	
Lead Time	APPROX 12 WEEKS

Customer
CITY OF SPRINGFIELD

Invoice Address

Delivery Address
Same

Description - Vehicle Preview Details		Line Total
2025 FORD F-450 - F4G 4X2 Regular Chas Cab DRW - 169" WB - 84" CA		\$55,854.00
F450 4X2 CHASSIS CAB DRW/169 169 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE VINYL 40/20/40 SEATS MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.650A .XL TRIM .AIR CONDITIONING - CFC FREE .AM/FM STEREO MP3/CLK .7.3L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT 225/70R19.5G TRACTION TIRES 4.88 RATIO NON LTD SLIP AXLE FORD FLEET SPECIAL ADJUSTMENT FRONT LICENSE PLATE BRACKET PLATFORM RUNNING BOARDS 16500# GVWR PACKAGE	120V/400W OUTLET JOB #1 ORDER SPARE TIRE AND WHEEL CENTER HIGH MOUNT STOP LAMP AUTO EMERGENCY BRAKE REMOVAL JACK 410 AMP DUAL ALTERNATOR HEAVY SERVICE FRONT SUSPENSION EXTERIOR BACKUP ALARM DUAL BATTERY REAR VIEW CAMERA & PREP KIT	
	DRAKE SCRUGGS - KNAPHEIDE CANOPY BODY - QTE 031125-0	\$72,211.00
FACTORY OPTION TOTAL		\$2,110.00

Special Notes and Instructions
MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING
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PAYMENTS FOR VEHICLES MUST BE MADE WITHIN 30 DAYS OF INVOICE OR OLATHE FORD RESERVES THE RIGHT TO CHARGE FLOORPLAN INTEREST FOR EACH DAY INVOICE IS OVERDUE

Subtotal less trade-in	\$130,175.00
Sales Tax 0.00%	\$0.00
Tire Tax 0	\$0.00
Extended Warranty	\$0.00
Flooring	\$0.00
Delivery	\$950.00
MSO / ODO	\$0.00
Total Per Unit	\$131,125.00
Quantity of Units	1
PO Total	\$131,125.00

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature

Date

Date

If you have any questions concerning this quote, contact Sandra Gonzalez

Thank you for your business!

1845 E SANTA FE, OLATHE, KS 66062
505-850-5504 - SGONZALEZ@OLATHEFLEET.COM

2025-185



OLATHE FORD SALES INC
SANDRA GONZALEZ
GOVERNMENT MANAGER
DIRECT - 913-312-5371

Purchase Order / Quote

Date	3/20/2025
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Invoice Address

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1845 E SANTA FE, OLATHE, KS 66062
505-850-5504 - SGONZALEZ@OLATHEFLEET.COM

2025-185





Drake-Scruggs Equipment Inc

Home Office

2000 S. Dirksen Parkway

Springfield, IL 62708-

(217) 753-3871

Fax (217) 753-2760

Olathe Ford -- Sourcewell / CWLP Water Department

Attn: Sandra Gonzalez

1845 East Santa Fe

Olathe, KS 66062-000

Tel. (505) 850-5504

Fax (000) 000-0000

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* **Total** ----- **\$72,211.00**

Delivery ARO Days

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Terms are Net 10. This Quote is valid for a period of 30 days from Tuesday, March 11, 2025.

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ACCEPTED:

Date: _____

PO #

Respectfully Submitted,

Drake-Scruggs Equipment Inc.

Quote Prepared By Aaron Thompson

Firm Name: _____

By: _____

GEM

Aaron Thompson, Sales Representative

Tuesday, March 18, 2025

Page 1 of 5

2025-185



Drake-Scruggs Equipment Inc

Home Office

2000 S. Dirksen Parkway

Springfield, IL 62708-

(217) 753-3871

Fax (217) 753-2760

Olathe Ford -- Sourcewell / CWLP Water Department

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Olathe, KS 66062-000

Tel. (505) 850-5504

Fax (000) 000-0000

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ACCEPTED:

Date: _____

PO #

Respectfully Submitted,

Drake-Scruggs Equipment Inc.

Quote Prepared By Aaron Thompson

Firm Name: _____

By: _____

By: _____

GFM

Aaron Thompson, Sales Representative

Tuesday, March 18, 2025

Page 1 of 5

2025-185

AN ORDINANCE AUTHORIZING A THREE-YEAR AGREEMENT WITH
SENTINEL TECHNOLOGIES INC. IN AN AMOUNT NOT TO EXCEED
\$196,651.00, ALWAYS CONNECTED TECHNICAL SUPPORT,
FOR THE OFFICES OF PUBLIC UTILITIES AND THE POLICE DEPARTMENT

WHEREAS, this Ordinance approves a three (3) year agreement to purchase Sentinel's Always Connected Technical Support ("ACTS") Flex licenses for maintenance and support of the voice CISCO system for both the Office of Public Utilities and the Springfield Police Department in an amount not to exceed \$196,651.00, with Sentinel Technologies Inc. ("Sentinel") and,

WHEREAS, ACTS covers the citywide Cisco VoIP telephone system and the core fiber network systems, and

WHEREAS, ACTS combines Cisco smartNET for vendor support for software updates and hardware-level support with implementation, configuration, and 24/7 post-sales support, and

WHEREAS, this is a multi-year agreement beginning May 30, 2025, and will also include coverage for the Springfield Police Department, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of Sentinel's Always Connected Technical Support ("ACTS") Flex licenses for maintenance and support of the voice CISCO system for both the Office of Public Utilities and the Springfield Police Department in an amount not to exceed One Hundred Ninety-Six Thousand Six Hundred Fifty-One Dollars and No Cents (\$196,651.00).

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

Section 3. The payment to Sentinel for the total maximum amount of Office of Public Utilities and the Springfield Police Department in an amount not to exceed One Hundred Ninety-Six Thousand Six Hundred Fifty-One Dollars and No Cents (\$196,651.00) from Account Nos. 102-100-CBC-7893-1206 (\$98,325.50) and 001-112-POLC-EMRG-1701 (\$98,325.50) over a three (3) year period 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

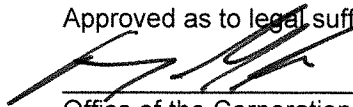
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 4-29-25

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: Sentinel Technologies Inc.

CONTRACT AMOUNT: \$196,651.00

TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

Ordinance 147-04-22, Sentinel Technologies, Inc., Sentinel's High Availability Network Support ("HANS") for Flex licenses for CWLP & SPD, 3 yrs., \$157,751.06 total.

INFORMATION:

This Ordinance approves a three (3) year agreement to purchase Sentinel's Always Connected Technical Support ("ACTS") for Flex licenses for maintenance and support of the CISCO Voice Over IP (VoIP) system. ACTS combines Cisco smartNET for vendor support for software updates and hardware-level support with implementation, configuration, and 24/7 post-sales support. ACTS covers the citywide Cisco VoIP telephone system and the core fiber network systems.

The core network is a platform leveraged by CWLP to sell high-speed fiber WAN service to local businesses to connect their facilities. Having access to engineers who are already familiar with and have had a hand in designing and implementing various parts of CWLP's deployment ensures that CWLP can rapidly respond to and have access to the resources necessary to support and rectify the system when issues are encountered rapidly. Sentinel is the sole source that provides this tech support.

They are able to provide onsite maintenance in a manner that meets CWLP's T&D Division's timeframe requirements. The Springfield Police Department joined CWLP in 2022 for this agreement, giving the City better pricing. The new combined agreement is a multi-year contract May 30, 2025 to July 13, 2028, with annual billing. The three-year total cost for the agreement is \$196,651.00. Cost is split 50/50 between CWLP T&D and SPD, each separately invoiced annually for \$32,775.16, for a total of \$98,325.50 each.

Sentinel is a local vendor. Note that Sentinel's Always Connected Technical Support ("ACTS") has replaced Sentinel's High Availability Network Support ("HANS")



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: April 28, 2025

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Sentinel Technologies, Inc., for continued annual maintenance and support for the Voice Over IP (VoIP) system the Office of Public Utilities and Emergency Communications Division.

Based on the information provided, I have determined that Sentinel Technologies, Inc., is 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.

2025-186



We have prepared a contract for you

Flex Renewal

Contract # 016516

Prepared for:

City Water Light and Power

Mike Schrader
Mike.Schrader@cwlp.com

2025-186



Appendix A

-

This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City Water Light and Power with principal offices at 800 E Monroe St 4th Fl Springfield, IL 62701-1904.

Hardware/Software Only

-

Hardware/Software only purchase of items listed in the Pricing Summary. No installation or professional services provided.

Flex Contact Center

Product Description	Qty	Price	Ext. Price
Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.			
Initial Term: 37.48 Months Requested Start Date: 5/30/2025 - 7/13/2028 Billing Model: Annual Renewal Term: Requote			
Flex Contact Center	1	\$0.00	\$0.00
On-Premises UCCX Standard Agent License v12.5 (12.6)	40	\$0.00	\$0.00
On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU	1	\$0.00	\$0.00
Flex CC On-Premises UCCX Premium Concurrent Agent	7	\$1,648.00	\$11,536.00
On-Premises UCCX Std & Prem Media Kit v12.5	1	\$0.00	\$0.00
On-Premises UCCX Premium Agent License v12.5	7	\$0.00	\$0.00
Flex CC On-Premises UCCX Standard Concurrent Agent	40	\$1,236.00	\$49,440.00
Basic Support for Flex Plan	1	\$0.00	\$0.00
On-Premises UCCX Standard & Premium Server v12.5 (incl 12.6)	1	\$0.00	\$0.00
Annual Amount: \$20,325.33			

Subtotal: \$60,976.00



Collaboration Flex Plan 3.0

Product Description	Qty	Price	Ext. Price
Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.			
Initial Term: 36 Months Requested Start Date: 7/14/2025 - 7/13/2028 Billing Model: Annual Renewal Term: Requote			
Collaboration Flex Plan 3.0	1	\$0.00	\$0.00
Cisco Collaboration Flex Plan Enterprise-Wide Calling - On-premise License - 1 License	675	\$201.00	\$135,675.00
Cisco Collaboration Flex Plan Session Manager - License - 1 License	1	\$0.00	\$0.00
SRST Endpoints -1	1350	\$0.00	\$0.00
Access Smart License -1	135	\$0.00	\$0.00
File Storage Entitlement	16200	\$0.00	\$0.00
Cisco Collaboration Flex Plan v. 3.0 - Smart License - 1 License - Cisco Enterprise Agreement (EA)	810	\$0.00	\$0.00
Emergency Responder Smart License -1	2025	\$0.00	\$0.00
Cisco Basic Support - Service - Technical	675	\$0.00	\$0.00
Pro Pack for Cisco Control Hub Entitlement	810	\$0.00	\$0.00
Cisco Unity Connection - Smart License - 60 Month	810	\$0.00	\$0.00
Cisco Collaboration Flex Plan Cloud Device Registration Entitlement - License - 1 License	810	\$0.00	\$0.00
Messaging Entitlement	810	\$0.00	\$0.00
Cisco Common Area - Smart License	338	\$0.00	\$0.00
Expressway Rich Media Session included with Flex -1	135	\$0.00	\$0.00
Expressway Version 15 Restricted Software	1	\$0.00	\$0.00
On-Premises SW Bundle v15	1	\$0.00	\$0.00
Annual Amount: \$45,225.00			

Subtotal: **\$135,675.00**



Flex Renewal

Prepared by:

Sentinel Technologies, Inc

Rachel Lewis

rlewis@sentinel.com

Prepared for:

City Water Light and Power

800 E Monroe St 4th Fl

Springfield, IL 62701-1904

Mike Schrader

+12173211310

Mike.Schrader@cwlp.com

Contract Information:

Contract # 016516

Version: 6

Delivery Date: 04/24/2025

Expiration Date: 05/21/2025

Quote Summary

Description	Amount
Flex Contact Center	\$60,976.00
Collaboration Flex Plan 3.0	\$135,675.00
Total: \$196,651.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

Sentinel Technologies, Inc

**City of Springfield, d/b/a
City Water Light and Power**

Signature:

Name:

Robert Lenartowicz

Title:

Chief Operating Officer

Date:

04/24/2025

Signature:

Name:

Misty Buscher

Title:

Mayor

Date:

ORDINANCE FACT SHEET

DATE OF 1st READING: 5/6/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

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

FISCAL IMPACT: 196,651.00

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

CONTRACTOR / VENDOR NAME: Sentinel Technologies Inc. VENDOR NO: SE003863A

CONTRACT TERM: 3 yrs. Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: see above - -
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☐ Other: _____
☒ Exception: SS
Code Provision: 38.40

Previous Ord #'s 147-04-22

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

EXPENSES						
Fund	Agency	Org	Activity	Object	Amount	
1	102	100	CBC	7893	1206	98,325.50
2	001	112	POLC	EMRG	1701	98,325.50
3						
4						

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

Sentinel's contract

STAFF ANALYSIS

3 yr. contract - City of Spfld VoIP maintenance renewal for CWLP (\$98,325.50) and SPD (\$98,325.50)

FUND CHECK BY:  Calvin Gaskill-SPD
Digitally signed by Cavanaugh, Rachel H.
Date: 2025.04.25 13:07:26 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown
Digitally signed by Doug Brown
Date: 2025.04.25 13:01:00 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike
Digitally signed by Lesko, Mike
Date: 2025.04.28 08:36:09 -05'00'

Date: _____

SIGN OFF: 

(Mayor's Signature)

Ramona Metzger

Digitally signed by Ramona Metzger
Date: 2025.04.28 10:37:19 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-186

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$611,663.00 FOR THE PURCHASE OF EQUIPMENT NOT RECEIVED BY THE END OF FY25, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, in FY23 and FY24, various components for the electric substations were purchased with authorization through the Ordinance and OBM Factsheet approval processes with the anticipation that these parts would be received / delivered in FY25, and

WHEREAS, due to unforeseen manufacturing delays several of these components were not received in FY25, and the funds were not budgeted in the account line for FY26, and

WHEREAS, the Office of Public Utilities is requesting a supplemental appropriation in the amount of \$611,663.00 from the unappropriated fund balance in order to cover the cost of the components, and

WHEREAS, it is in the best interests of the City to approve the supplemental appropriation.

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 authorizes a supplemental appropriation from the unappropriated fund balance to account line 102-100-CBEA-3532-2310 in the amount of \$611,663.00.

Section 2. The Office of Budget and Management is hereby authorized and directed to effectuate said supplemental appropriation.

Section 3. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents on behalf of the Office of Public Utilities.

Section 4. The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Section 5. 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, publication according to law, and recording with City Clerk.

PASSED: _____, 2025

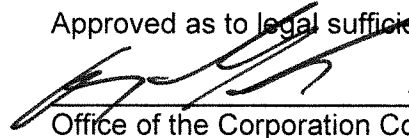
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 4-29-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

TYPE OF ORDINANCE Supplemental Appropriation

AMOUNT: \$611,663.00

PRIOR ORDINANCE INFORMATION:

Related ordinances: 317-07-23, 227-06-24, and OBM NB25-2640.

INFORMATION:

This is a new ordinance authorizing a supplemental appropriation in the amount of \$611,663.00, from the unappropriated fund balance to expenditure line 102-100-CBEA-3532-2310 for the Office of Public Utilities' Electric FY26 budget.

In FY23 and FY24, various components for the electric substations were purchased with authorization through the Ordinance and OBM Factsheet approval processes with the anticipation that these parts would be received/delivered in FY25, and they were not.

Related Ordinances/OBM Factsheet:

317-07-23	UE24-05-29 - Outdoor 72.5 kV Circuit Breakers (Rebid)	Graybar Electric Company, Inc.	\$ 2,723,675.25	Low bid, 7 yrs.
227-06-24	UE24-02-93 Substation Equipment & Materials - 3 Years	6 Various Vendors including ANIXTER, INC.	\$ 2,293,971.80	Replacement equipment with long lead time to construct & ship. 3 fiscal years
NB25-264U	Purchase a RG1 breaker for the Miller Street substation	National Breaker Services	\$ 48,000.00	Sole Source

2023-300

317-07-23

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE24-05-29 – OUTDOOR 72.5 KV CIRCUIT BREAKERS (REBID) WITH GRAYBAR ELECTRIC COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$2,723,675.25, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE24-05-29 – Outdoor 72.5 kV Circuit Breakers (Rebid), for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE24-05-29 was placed, and

WHEREAS, Graybar Electric Company, Inc. ("Graybar") submitted the lowest bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE24-05-29.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Graybar for Contract UE24-05-29 – Outdoor 72.5 kV Circuit Breakers (Rebid) in an amount not to exceed Two Million Seven Hundred Twenty-Three Thousand Six Hundred Seventy-Five Dollars and Twenty-Five Cents (\$2,723,675.25) for the Office of Public Utilities.

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

Section 3. The payment to Graybar for the total maximum amount of Two Million Seven Hundred Twenty-Three Thousand Six Hundred Seventy-Five Dollars and Twenty-Five Cents (\$2,723,675.25) from Account No. 102-100-CBEA-3532-2310 is hereby authorized, approved, and directed.

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

PASSED: July 18, 2023

SIGNED: July 20, 2023

RECORDED: July 20, 2023

ATTEST: [Signature]

[Signature]
MAYOR

Approved as to legal sufficiency:

GEM 6/25/2023
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

COPY

2023-300

317-07-23

2025-187

2024-208

227-06-24

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF
CONTRACT UE24-02-93 – SUBSTATION EQUIPMENT & MATERIALS - 3 YEARS WITH
ANIXTER, INC., FLETCHER-REINHARDT COMPANY, GRAYBAR ELECTRIC, INC.,
MINDCORE TECHNOLOGIES/ELECTROREPS ENERGY PRODUCTS ("ELECTROREP"),
AMERICAN WIRE GROUP LLC (A.W.G.) /ELECTROREPS ENERGY PRODUCTS, AND
SIEMENS INDUSTRY, INC. IN AN AMOUNT NOT TO EXCEED \$2,293,971.80
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by the previous action, the Specifications Committee approved specifications for
Contract UE24-02-93 – Substation Equipment & Materials - 3 Years for the Transmission and Distribution
Department of the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE24-02-93
was placed, and

WHEREAS, **Anixter, Inc. ("Anixter")** submitted the low bid that met specifications for Surge Arresters;
Fletcher-Reinhardt Company ("Fletcher-Reinhardt") submitted the low bid that met specifications for Circuit
Switchers and Capacitor Banks; Graybar Electric, Inc. ("Graybar") submitted the low bid for Voltage
Transformers; MindCore Technologies ("MindCore") through their representative ElectroReps Energy
Products ("ElectroRep"), submitted the low bid that met specifications for Disconnect Switches, American
Wire Group LLC ("A.W.G.") through their representative ElectroReps Energy Products ("ElectroRep"),
submitted the low bid for Conductor Wire; and Siemens Industry, Inc. ("Siemens") submitted the low bid for
Breakers, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City
Clerk and identified by Contract Index No. UE24-02-93.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from
Anixter for Surge Arresters; Fletcher-Reinhardt for Circuit Switchers and Capacitor Banks; Graybar for
Voltage Transformers; Mindcore/ElectroRep for Disconnect Switches; A.W.G./ElectroRep for Conductor
Wire; and Siemens for Breakers on Contract UE24-02-93 – Substation Equipment & Materials - 3 Years in
an amount not to exceed Two Million Two Hundred Ninety-Three Thousand, Nine Hundred Seventy-One
Dollars and Eighty Cents (\$2,293,971.80) for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said
Contract with Anixter, Fletcher-Reinhardt, Graybar, MindCore/ElectroRep, A.W.G./ElectroRep, and
Siemens on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Anixter, Fletcher-Reinhardt, Graybar, MindCore/ElectroRep,
A.W.G./ElectroRep, and Siemens for the total maximum amount of Two Million Two Hundred Ninety-Three
Thousand, Nine Hundred Seventy-One Dollars and Eighty Cents (\$2,293,971.80) from Account No. 102-
100-CBEA-3532-2310 is hereby authorized, approved, and directed.

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

PASSED: June 18, 2024

RECORDED: June 21, 2024

ATTEST: [Signature]

SIGNED: [Signature], 2024

[Signature]
MAYOR

Approved as to legal sufficiency:

[Signature] 3/29/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-208

227-06-24

2025-187

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

CWLP #1740



ORIGINATOR: Paul Bulpitt	Digitally signed by PAUL BULPITT Date: 2024.09.18 08:38:40 -05'00'	DATE: 09/16/2024
OFFICE REQUESTING: CWLP		CONTACT PERSON: Michelle Carlisle
TYPE OF CONTRACT: Sole Source		PHONE NUMBER: x2626
CONTRACT INDEX # : NB25-264U		FISCAL IMPACT: \$48,000.00

DESCRIPTION / JUSTIFICATION:

RG1 circuit is a primary feed for the Miller St. operations center. The existing RG1 oil circuit breaker is a 1960's era breaker requiring increasing maintenance along with a lack of available replacement parts. Due to the unique physical layout of this breaker's location, a custom designed breaker is required for replacement. National Breaker Service has supplied these types of breakers to CWLP in the past. The NBS proposal will allow for a direct replacement of the existing RG1 breaker.

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

QUOTE # NBSJD-CWLP-10022023-04 *adding in additional funds to cover shipping*

CONTRACTOR / VENDOR NAME: National Breaker Services		VENDOR NO: VC0000006594
CONTRACT TERM: 5 Months		CHANGE IN SCOPE: ☐ YES ☒ NO
CONTRACT AMOUNT:\$ \$48,000	CHANGE ORDER # :	ADDITIONAL AMOUNT: ☐
METHOD OF PURCHASE		PREVIOUS ORDINANCE #s
☐ LOW BID ☒ SOLE SOURCE ☐ ONLY BID ☐ PROFESSIONAL SERVICE ☐ GRANT FUNDED ☐ JOINT PURCHASING ☐ OTHER ☐ REQUEST FOR PROPOSAL		ISD APPROVAL (IF REQUIRED) ☐ YES ☒ NO PURCHASING AGENT APPROVAL REQUIRED ☒ YES ☐ NO

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

EXPENDITURE					
FUND	AGENCY	ORG	ACTIVITY	OBJECT	AMOUNT
102	100	CBEA	3532	2310	\$48000
				K299	

COMMODITY CODE:

DB approved via email 9-24-24 @ 9:14
 DEPARTMENT DIRECTOR: Rogers, Scott
 → Rick Meadows
 Digitally signed by Rick Meadows
 Date: 2024.09.20 11:57:20 -05'00'

FUNDS CHECKED BY: *RC approved via email 9-24-24 @ 11:17*
 → *9/24/2024*
 CITY PURCHASING AGENT: *[Signature]*
 → *[Signature]*
 OBM DIRECTOR: *[Signature]*
 → *[Signature]*
 DATE: 9/24/2024

COPY

ORDINANCE FACT SHEET

DATE OF 1st READING: 5/6/25

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: 611,663.00

SUGGESTED TITLE: Authorize S.A. / dollar amount / for Office of Public Utilities

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 see Ord. Discussion sheet

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	CBEA	3532	2310	611,663.00
2						
3						
4						

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

Pg. 1 of corresponding ordinances & OBM factsheet.

STAFF ANALYSIS

An ordinance authorizing a supplemental appropriation for the Office of Public Utilities, Electric Division, T&D Substation Department for items that were not delivered in FY25 due to unforeseen manufacturing delays several electric substation components.

FUNDS CHECK BY: Cavanaugh, Rachel H.
Digitally signed by Cavanaugh, Rachel H.
Date: 2025.04.22 08:11:52 -05'00'DIRECTOR / SUPERVISOR: Doug Brown
Digitally signed by Doug Brown
Date: 2025.04.21 16:07:44 -05'00'

CITY PURCHASING AGENT:

SIGN OFF:


(Mayor's Signature) GEM

Date: _____

Date: _____

Date: _____

Metzger, Ramona M.
Digitally signed by Metzger, Ramona M.
Date: 2025.04.23 12:34:22 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-187

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH BRYCER L.P., FOR TO PROVIDE THIRD PARTY REPORTING
SERVICES IN RELATION TO THE CROSS-CONNECTION CONTROL
PROGRAM, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes execution of a Professional Services Agreement with Brycer, L.P. ("Brycer"), and

WHEREAS, Brycer will provide third party reporting services in relation CWLP's Cross-Connection Control Program to track the Office of Public Utilities' backflow devices of their water customers, track testing requirements, and supply reports for the Water Division, and

WHEREAS, the cost of these services will be paid by direct fees to file and upload with Brycer by Cross-Connection Control Device Inspectors ("CCCDI") and there would be no amount invoiced to the City by Brycer, 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 Brycer to provide third party reporting services for the Office of Public Utility, Water Division.

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

Section 3. 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

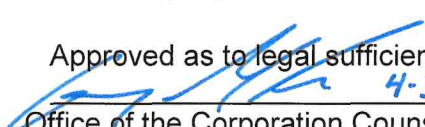
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 4-30-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-188

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Brycer, L.P.
CONTRACT AMOUNT: \$0.00
TYPE OF AWARD: Professional Service

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

The City of Springfield is a municipally owned community water supply that provides water service to a population of nearly 150,000 people in and around Springfield. The Division's primary mission is to ensure that all utility customers will have a safe and plentiful water supply in the immediate and long term. To ensure the mission is met, CWLP operates a 24-hour laboratory where chemists and plant operators consistently and continually check drinking water quality, leaving the plant and out in the distribution system. CWLP also maintains a State-regulated cross-connection control program to protect the safety of water customers from potential contaminants entering the drinking water distribution system from outside sources.

Cross-connection control backflow devices are designed to prevent contaminants from traveling from the non-potable source to the potable public drinking supply via back siphonage and back pressure events. These devices are required to be installed on residential and commercial lawn sprinkler systems, fire suppression systems, large boilers, medical equipment, chemical processing equipment, and others per Illinois Department of Public Health requirements. These devices are designed only to allow water to flow in one direction, but they are mechanical devices that need to be tested and inspected annually for compliance with State requirements.

These backflow prevention devices are currently inventoried on the CWLP customer information system (C.I.S.). Annual inspection tests for these devices are submitted to our office via mail, fax, and/or email for manual entry and tracking. Annual reminders and notifications are sent via mail to all customers who have an active backflow device on their account. Currently, the Utility has over 5,000 active devices across the City of Springfield that are inventory and tracked for compliance. In addition to CWLP's desire for a more efficient approach to managing its backflow prevention program, the Springfield Fire Department is looking for an improved approach to tracking fire sprinkler systems for fire safety compliance. The Brycer third-party solution can effectively and efficiently address both departments' needs.

The current C.I.S. system is designed for billing and service order tracking but is less than ideal for managing a cross-connection control program. This system still requires manual entry of all devices and test results. In the spring, CWLP may receive thousands of inspection forms all at the same

time. It takes months to get them loaded into the current system. Therefore, tracking for compliance is delayed. C.I.S. does not have the functionality to generate reports to identify devices that are non-compliant automatically. Currently, this manual process involves looking at each account individually.

The Brycer third-party solution would increase efficiencies with our current program, collaborate with the Springfield Fire Department efforts to track these devices on fire sprinkler systems, and streamline the reporting to one uniform electronic system across City Departments without duplicating efforts. Implementation of the Brycer solution would result in reports automatically uploaded into the compliance engine system by certified inspectors in real-time. Inspectors no longer need to deliver or mail paper copies to CWLP's office. Inspectors would pay a fee directly to Brycer for uploading these inspections, and there would be no amount invoiced to the City. Brycer would send out notices to customers when inspections are required, when they are overdue, and when they are not in compliance. Automated phone calls would be made as well by this third-party solution. CWLP would have access to a dashboard to identify backflow prevention devices that need to be tested immediately and to determine if potential water quality hazards exist.

State regulations require community public water supplies to maintain active cross-connection control programs to protect the safety of water customers. The community water supply must record all backflow preventers requiring annual testing under 77 Ill. Adm. Code 890 and identified subsections (b)(2) and (b)(3). This third-party solution would move the Utilities' current manual entry program to a real-time streamlined solution that will benefit our customers, inspectors, and the City as a whole.



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

MEMORANDUM

TO: Office of Public Utilities, Water Distribution
Springfield Fire Department

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: April 14, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheets to Brycer, LLC for professional services for third party reporting services for fire safety and water distribution tracking for the City of Springfield.

Based on the information provided, I have determined that this vendor possesses a high degree of professional skill, software 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.

2025-188

BRYCER, L.P.
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

January 29th, 2025

City of Springfield
Office of Public Utilities
800 Eat Monroe
Springfield, IL 62701

Re: “The Compliance Engine”

Dear City of Springfield:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, L.P. (“Brycer”) will provide you City of Springfield (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect \$17.00 due and payable by third party inspectors in connection with activities relating to the Solution. Fee’ are subject to change upon mutual agreement between Client and Brycer.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- **Availability.** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and

2025-188

attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all building addresses within [City of Springfield] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports.*** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

2025-188

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, L.P.

By: *Matthew B. Tz.*
Its: CEO

Acknowledged and Agreed to this
___ day of _____, 20___:

[City of Springfield]

By: _____ *GEA*
Its: _____

2025-188

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, L.P. and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES. BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. Beneficiaries. There are no third party beneficiaries to the Agreement.
15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

2025-188

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

2025-188

ORDINANCE FACT SHEET

DATE OF 1st READING: 1/25OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlisleEMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: x-2626FISCAL IMPACT: 0.00SUGGESTED TITLE: Authorize agreement / for (services) / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Brycer, L.P. VENDOR NO: VC0000008594CONTRACT TERM: 3 yrs. Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: 0.00 - - - -
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☒ Exception: PS
☐ Low Evaluated Bid Code Provision: 38.42Previous Ord #'s n/aIs 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	-	-	-	-	0.00
2					
3					
4					

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

Brycer Compliance Engine Contract

STAFF ANALYSIS

An Ordinance authorizing execution of a professional service agreement with Brycer, LLC to provide third party reporting services to track CWLP water customers backflow devices, testing requirements and reports for the Department of Public Utilities – Water Division. (No cost to City/CWLP - fees collected from third party inspectors.)

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR:

CITY PURCHASING AGENT:

SIGN OFF:

(Mayor's Signature)

Doug
BrownDigitally signed by
Doug Brown
Date: 2025.04.14
07:57:44 -05'00'Date: N/A

Date: _____

Date: _____

Ramona Metzger

(Director of OBM)

The information supplied on this form is not confidential information

2025-188

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE SANGAMON COUNTY SOIL AND WATER CONSERVATION DISTRICT IN THE AMOUNT OF \$695,982.28 FOR A LAKE SPRINGFIELD WATERSHED PLAN AND IMPLEMENTATION OF BEST MANAGEMENT PRACTICES, AND FURTHER AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE SAME AMOUNT TO FUND SAID PROJECT FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City and the Sangamon County Soil and Water Conservation District ("District") are committed to improving the water quality of Lake Springfield and its tributaries and at the same time are committed to sustaining agricultural production in the Lake Springfield watershed, and

WHEREAS, the City and the District desire to enter into an intergovernmental cooperation agreement to implement effective Best Management Practices ("BMPs") in the Lake Springfield watershed, and

WHEREAS, the District has applied to the Illinois Environmental Protection Agency ("IEPA") for a grant to provide funds to finance the implementation of BMPs in the Lake Springfield watershed, and

WHEREAS, in exchange for the City providing \$695,982.28, in seed money for implementation of the IEPA grant by the District, the District will reimburse the City \$417,589.36, from grant funds received from the IEPA, and

WHEREAS, this Ordinance also authorizes a Supplemental Appropriation in the amount of \$695,982.28 from the City of Springfield Office of Public Utilities Account No. 101-300-KB-1154 (Rate Stabilization Fund) into Account No. 101-100-BC-6110-1218 to fund said project, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of an Intergovernmental Agreement with the District in the amount of Six Hundred Ninety-Five Thousand Nine Hundred Eighty-Two Dollars and Twenty-Eight Cents (\$695,982.28) to provide funds to implement the IEPA grant project and accepts Four Hundred Seventeen Thousand Five Hundred Eighty-Nine Dollars and Thirty-Six Cents (\$417,589.36) from the District as reimbursement for the seed money provided.

Section 2. The Council of the City of Springfield, Illinois, hereby authorizes a Supplemental Appropriation in the amount of \$695,982.28 from the City of Springfield Office of Public Utilities Account No. 101-300-KB-1154 (Rate Stabilization Fund) into Account No. 101-100-BC-6110-1218 to fund the project.

Section 3. The Mayor and the City Clerk are hereby authorized and empowered to execute the Intergovernmental Agreement with the District on behalf of the City of Springfield Office of Public Utilities.

Section 4. The City of Springfield Office of Budget and Management is hereby authorized and directed to deposit the above-referenced supplemental funds into the Office of Public Utilities' Account No. 101-100-BC-6110-1218 and to pay the District in the total amount of Six Hundred Ninety-Five Thousand Nine Hundred Eighty-Two Dollars and Twenty-Eight Cents (\$695,982.28) from said account.

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

Section 6. 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, publication according to law, and recording with the City of Springfield Office of the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

MAYOR

Approved as to legal sufficiency:

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025 - 189

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Sangamon County Soil & Water Conservation District

CONTRACT AMOUNT: \$695,982.28

TYPE OF AWARD: Intergovernmental Agreement

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 366-10-2020, SCSWCD, 2 yrs. providing \$700,000.00 seed money, with reimbursement of \$420,000.00

INFORMATION:

An ordinance approving an Intergovernmental Agreement with Sangamon County Soil & Water Conservation District in the Amount of \$695,982.28 for Best Management Practices (BMPs) Implementation, and further authorizing a Supplemental Appropriation in the amount of \$695,982.28

The City and the SCSWCD are committed to improving the water quality of Lake Springfield and its tributaries and at the same time are committed to sustaining agricultural production in the Lake Springfield watershed. The City and SCSWCD desire to enter into an intergovernmental cooperation agreement to implement Best Management Practices (BMPs) in the Lake Springfield watershed and SCSWCD has applied to the Illinois Environmental Protection Agency (IEPA) for a grant to provide funds to finance the implementation of BMPs in the Lake Springfield watershed. In exchange for the City providing \$695,982.28 seed money for implementation of the IEPA grant by SCSWCD, the SCSWCD will reimburse the City \$417,589.36, from grant funds received from the IEPA.

This ordinance also authorizes a Supplemental Appropriation in the amount of \$695,982.28 from the City of Springfield Office of Public Utilities 101-300-KB-1154 (Water Rate Stabilization Fund) into Account No. 101-100-BC-6110-1218 to fund said project.

**INTERGOVERNMENTAL COOPERATION AGREEMENT
TO IMPLEMENT BEST MANAGEMENT PRACTICES IN THE
LAKE SPRINGFIELD WATERSHED**

THIS AGREEMENT is made and entered into this _____ of May, 2025 between the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (hereinafter "City Water Light and Power" or "CWLP") whose address is Municipal Center East, 800 East Monroe Street, Springfield, Illinois 62757 and the **SANGAMON COUNTY SOIL AND WATER CONSERVATION DISTRICT** (hereinafter "District") a body corporate and politic whose address is 2623 Sunrise Drive, Suite 1, Springfield, Illinois 62703.

WITNESSETH:

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

WHEREAS, the District is a soil and water conversation district established pursuant to the Soil and Water Conservation Districts Act (70 ILCS 405/1 *et. seq.*); and

WHEREAS, Section 10 (a) of Article VII of the Illinois Constitution of 1970 provides as follows:

Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities.

WHEREAS, the District is a unit of local government as defined in Section 1 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, CWLP owns and operates a water reservoir within the County of Sangamon commonly known as Lake Springfield; and

WHEREAS, Lake Springfield serves as the principal public drinking water supply for the citizens of the City of Springfield, Illinois and for the citizens of several nearby communities located in the County of Sangamon; and

WHEREAS, CWLP and the District are committed to improving the water quality of Lake Springfield and its tributaries and at the same time they are committed to sustaining agricultural production in the Lake Springfield watershed; and

WHEREAS, CWLP and the District wish to enter into this intergovernmental cooperation agreement to implement effective Best Management Practices (“BMP”) in the Lake Springfield watershed; and

WHEREAS, the District has applied to the IEPA for a cost-sharing grant to provide funds to finance the implementation of BMP in the Lake Springfield watershed, which grant is expected to comprise 60% IEPA funds and 40% local, matching funds.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereafter set forth, CWLP and the District hereby agree as follows:

Section 1. Recitals The foregoing recitals are incorporated in this agreement by this reference.

Section 2. IEPA Grant The District has applied for an IEPA grant. A copy of the grant application is attached hereto as Exhibit A and is incorporated herein by reference thereto. Upon approval by the IEPA, a copy of the final grant agreement, executed by both parties, shall be provided to CWLP by the District.

Section 3. District agreement to implement the BMP

- A. The BMP Project. The District hereby agrees to do all things and to take all acts necessary to diligently prosecute and cause the implementation of the BMP project as further outlined in Exhibit A.
- B. Supervision. The District shall have sole responsibility for and complete control and supervision of the BMP project.
- C. District agrees and understands that CWLP shall be afforded a reasonable opportunity to review proposed implementation plans and to provide comment on the implementation of the BMP Project. CWLP and the District shall approve of all BMP projects.

Section 4. Costs and expenses: Financing and repayment

A. Total cost of the BMP Project

It is estimated by the parties hereto that the total cost of the BMP Project will total in excess of \$695,982.28.

B. CWLP contribution

CWLP agrees to provide to the District, upon presentation of a final grant agreement executed by the IEPA and the District, an amount not to exceed \$695,982.28 as seed money for implementation of the IEPA grant.

C. Payments by CWLP

CWLP shall provide \$695,982.28 in 2 installments to the District (first installment of \$347,991.14 shall be provided up front and the second installment of \$347,991.14 shall be provided as needed, upon request from the SCSWCD) to be used by the District for expenses in carrying out the terms of the IEPA grant. District shall maintain records of all expenses that these funds are being used for. CWLP and IEPA shall have access to such financial records at times reasonable to District.

D. Repayment by District

When the District is reimbursed by IEPA pursuant to the IEPA grant, District shall reimburse CWLP in the total amount of \$417,589.36. At the conclusion of the term of the IEPA grant, the District shall repay to CWLP any unspent CWLP funds within 90 days following the end of the grant period (including any time extension of the original grant period approved by IEPA), unless agreed by both the District and CWLP to reallocate unspent funds on another watershed initiative/project.

Section 5. Final Reports

District agrees to provide to CWLP a final report and financial accounting of the BMP project.

Section 6. Notices

All written notices related to this agreement shall be addressed and delivered as follows:

To CWLP:

Doug Brown
Chief Utility Engineer
Office of Public Utilities
City of Springfield, Illinois
4th Floor
Municipal Center East
800 East Monroe Street
Springfield, Illinois 62757

To District:

Sangamon County Soil & Water Conservation District
2623 Sunrise Drive, Suite 1
Springfield, Illinois 62703

Section 7. Progress Reports

District agrees to provide CWLP with quarterly progress reports on the progress in implementing the BMP Project and the financial status of the grant.

Section 8. CWLP Recognition

The District agrees to promote CWLP's involvement with this BMP implementation project through area newspapers, radio and television media, District newsletter, District's annual meeting and other available sources, as applicable.

Section 9. Amendments

No waiver or modification, amendment, change, discharge or termination of this agreement, or any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.

Section 10. Counterparts

This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

Section 11. Governing Laws

This agreement shall be governed by the laws of the State of Illinois.

Section 12. Severability

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

WHEREFORE, CWLP and the District have caused this agreement to be executed by their respective chief executive officers, pursuant to proper authorization of their respective governing bodies, on the date first stated above.

**SANGAMON COUNTY SOIL AND
WATER CONSERVATION DISTRICT**

**CITY OF SPRINGFIELD,
ILLINOIS**

By: _____
Chairman

By: _____
Mayor *GRA*

ATTEST:

Secretary

ATTEST:

City Clerk



GRANT AGREEMENT
BETWEEN

THE STATE OF ILLINOIS, ENVIRONMENTAL PROTECTION AGENCY

AND

SANGAMON COUNTY SOIL AND WATER CONSERVATION DISTRICT

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

PART ONE - The Uniform Terms

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

PART TWO - Grantor-Specific Terms

PART THREE - Project-Specific Terms

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

Illinois Environmental Protection Agency

Digitally signed by James Jennings

Date: 2023.04.16 13:16:17 -05'00'

By: James Jennings

Signature of James Jennings, Title Acting Director

By: N/A

Signature of Designee

Date: N/A

Printed Name: N/A

Printed Title: N/A

Digitally signed by Andrew Armstrong

Date: 2023.04.15 16:42:38 -05'00'

By: Andrew Armstrong

Signature of Second Grantor Approver, if applicable

Date:

Printed Name: Andrew Armstrong

Printed Title: Chief Legal Counsel

Second Grantor Approver

Digitally signed by Jake Poeschel

Date: 2023.04.15 16:12:02 -05'00'

By:

Signature of Third Grantor Approver, if applicable

Date:

Printed Name: Jacob Poeschel

Printed Title: Chief Financial Officer

Third Grantor Approver

By:

Signature of Fourth Grantor Approver, if applicable

Date:

Printed Name:

Printed Title:

Fourth Grantor Approver

Sangamon County Soil and Water Conservation District

By: Michelle Seman

Signature of Authorized Representative

Date: 4/15/2025

Printed Name: Michelle Seman

Printed Title: Executive Director

Email: Michelle.seman@ill.nadnet.net

By:

Signature of Second Grantee Approver, if applicable

Date:

Printed Name:

Printed Title:

Email:

Second Grantee Approver
(optional at Grantee's discretion)

COPY

2025-189

PART ONE - THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- 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 execution and expires on 7/31/27
(the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☒ must not exceed or ☐ are estimated to be \$417,589.36, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):
The Grantee shall receive \$417,589.36 under this Agreement.

TOTAL PROJECT COST: \$ 695,982.28
Grantor Share: \$ 417,589.36 60 % of Total project cost
Grantee Share: \$ 278,392.92 40 % of Total Project cost

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an Attachment 1.

Federal funding shall make up no part of the Grantee's share of the total project cost and that the Grantee's Share shall be used exclusively for this project. The Grantee's Share for this project shall not be used to match or financially qualify for any other federal grant. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/meals, and lodging.

The Grantor's financial obligations to the Grantee are limited to the amount of funding identified as "Grantor Share" in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee's authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 1st of that year; otherwise the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to Amplifund.

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contain in Exhibit D of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit D (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by 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, 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 (CFSA) Number is 532-60-0378 and the CSFA Name is Section 319(t) Grant Program. If applicable, the State Award Identification Number (SAIN) is 0378-5590.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and FRF4LC8XDP78 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: 376020412 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):

2025-189

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

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

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

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

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

- (a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.
- (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.
- (d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).
- (e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).
- (f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with 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 1983, 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 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 200.459.

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

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

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

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In

the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

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

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(9).

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

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

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

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. **Indirect Cost Rate Submission.**

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

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

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

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

statutory, rule-based or programmatic limit.

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

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

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

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

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

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

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

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

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

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

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

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost

categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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

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

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

ARTICLE VIII LOBBYING

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

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

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

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

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

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

ARTICLE IX

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

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

10.2. **Financial Close-out Report.**

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

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

10.3. **Effect of Failure to Comply.** Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be

considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.1.1.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

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

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

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

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

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

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

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) 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)-(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.(i)

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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 at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must

follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

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

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in

Exhibit A, PART TWO or PART THREE.

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

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures

regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

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

13.5. Effects of Suspension and Termination:

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

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

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

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

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

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

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

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

ARTICLE XV

2025-189

NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI

STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. **Effect of Reorganization.** This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII

CONFLICT OF INTEREST

17.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35, 1.1.

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

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

18.4. **Equipment Instructions.** Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. **Independent Contractor.** Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. **Indemnification and Liability.**

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 3507.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

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

ARTICLE XXII MISCELLANEOUS

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

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

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

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

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

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

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

22.8. **Compliance with Law.** Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. **Compliance with Freedom of Information Act.** Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act, 5 ILCS 1407(2).

22.10. **Precedence.**

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

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

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

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

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

22.14. **Attorney Fees and Costs.** Unless prohibited by law, if Grantor prevails in any proceeding to enforce the

terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act. Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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

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EXHIBIT A

PROJECT DESCRIPTION

This project will implement best management practices (BMPs) on Lick Creek (IL_EOAA-01), Sugar Creek (IL_EOA-04), and Lake Springfield (IL_REF) in the Upper Lick Creek watershed (HUC 071300070705), Lower Sugar Creek watershed (HUC 071300070703), South Fork Lick Creek - Johns Creek watershed (071300070704) and Lake Springfield watershed (071300070707) to reduce nonpoint source (NPS) pollution to protect water quality. BMPs will include grassed waterways, a grade stabilization structure, water and sediment control basins, shoreline stabilization with rip rap, gully stabilization, cover crop planting, nutrient management plan implementation, and an outreach and information strategy. • OUTPUTS: - o 1 BMP Implementation Strategy - o 8.7 acres of grassed waterways - o 1 grade stabilization structure - o 800 linear feet of WASCOB - o 3,086 linear feet shoreline protection - o 600 linear feet of gully stabilization - o 520 Acres of Cover Crops - o 500 Acres of Nutrient Management Plan Implementation - o 1 Outreach and Information Strategy • OUTCOMES: - o Water quality restoration of Lick Creek (IL_EOAA-01), Sugar Creek (IL_EOA-04), and Lake Springfield (IL_REF) in the Upper Lick Creek watershed (HUC 071300070705), Lower Sugar Creek watershed (HUC 071300070703), South Fork Lick Creek - Johns Creek watershed (071300070704) and Lake Springfield watershed (071300070707) - o Reduced annual pollutant loadings of approximately 326 tons of sediment, 132 lbs. of phosphorus, and 930 lbs. of nitrogen

EXHIBIT B

DELIVERABLES OR MILESTONES

Description	Completion Date
PROJECT COORDINATION 1. Project Coordination	April 30, 2027
BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION STRATEGY 2. BMP Strategy Last Day to Start Implementation of BMP(s) Complete Implementation of BMP Strategy	June 30, 2025 October 31, 2026 March 15, 2027
OUTREACH AND INFORMATION STRATEGY 3. Outreach and Information Strategy Complete Implementation of Outreach and Information Strategy	May 30, 2025 March 15, 2027
PROJECT REPORT 4. Project Report	March 31, 2027
OTHER DIRECTED ACTIVITIES Periodic Performance and Financial Reports Annual Financial Reports	Quarterly as stipulated Annually as stipulated

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: Kurt Cardoni
Title: Environmental Protection Specialist
Address: Illinois Environmental Protection Agency
Bureau of Water, Nonpoint Source Unit
Mail Code #15
PO Box 19276
Springfield, IL 62794-9276

Additional Information

GRANTEE CONTACT

Name: Michelle Seman
Title: Executive Director
Address: Sangamon County Soil and Water
Conservation District
2623 Sunrise Drive, Suite 1
Springfield, IL 62703-7302

GRANTEE PAYMENT ADDRESS
(if different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Kurt Cardoni
Title: Environmental Protection Specialist
Address: PO Box 19276 Springfield, IL 62794
Phone: (217) 782-3362
TTY#: N/A
Email Address: Kurt.Cardoni@illinois.gov

GRANTEE CONTACT

Name: Michelle Seman
Title: Executive Director
Address: 2623 Sunrise Drive, Suite 1 Springfield
Phone: (217) 241-6635 X3
TTY#: N/A
Email Address: Michelle.Seman@il.nacnet.net

EXHIBIT D
PERFORMANCE MEASURES AND STANDARDS

Under this Agreement, the Grantee shall complete* the following tasks.	
*All submissions shall be sent to the Grantor. Contact as identified in Exhibit C of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.	
PROJECT COORDINATION	
1. Serving as the lead agency, the Grantee shall coordinate the implementation of the nonpoint source pollution control best management practice (BMP) designs as developed and approved under Item 2 of this Agreement. The Grantee shall ensure that the designs are consistent with the goals of the Lake Springfield Watershed-based Management Plan (2017) and the Illinois' Nonpoint Source Management Program. The Grantee shall also coordinate the development of outreach and information activities.	
BEST MANAGEMENT PRACTICE (BMP) STRATEGY	
2. The Grantee shall develop and implement a Best Management Practice (BMP) Strategy that follows the recommendations of the Lake Springfield Watershed-based Management Plan (2017) to control NPS pollution in the Lake Springfield Watershed (including HUCs 071300070702, 071300070705, and 071300070707). The BMP Strategy shall provide a proposed schedule, outline, and budget for all activities to be completed through this project. The Strategy shall include information regarding: a. Cost share program logistics (marketing, rates, signup, ranking), as appropriate, b. Pre-BMP implementation; BMP Documentation Form (Part I), design plans and supporting materials, Operation and Maintenance Plan, landowner agreement, and permitting, and c. Post-BMP implementation; construction checkout, BMP Documentation Form (Part II) and supporting invoice and photographic documentation.	
The Strategy shall include the following grant requirements:	
The Grantee shall design a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval. Upon grantor's request, the sign design shall be resubmitted containing all required modifications by the Grantee for review and approval. The Grantee shall erect the signs prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor.	
The Grantee shall complete BMP Documentation Form(s) (Part I) and compile all design supplemental information (Design) for the BMPs identified in Exhibit A of this Agreement. The Design shall include all plans and specifications, an operation and maintenance plan (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).	
The Design shall meet the requirements of the current version of at least one of the following documents: 1) the Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design shall be certified by a registered professional engineer or NRCS staff unless the Grantee obtains a written waiver from this certification requirement from the Grantor.	
Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval. Upon Grantor's	

2025-189

request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to implementing a specific BMP shall be started until the Part 1 and the Design for that BMP is approved by the Grantor.	
O&M Plans shall be developed to ensure the long-term viability (no less than 10 years) for the BMPs implemented under this Agreement. The O&M Plans shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plans shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plans. Upon Grantor's request, the O&M Plan shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to implementing a specific BMP shall be started until the O&M Plan for that BMP is approved by the Grantor.	
The Grantee shall secure any necessary permits prior to the implementation of the Design developed under Item 2 of Exhibit D of this Agreement. The Grantee shall enter into legally binding agreements with participating landowners to ensure that the BMPs are maintained as designed and that the O&M Plans are implemented for no less than 10 years from the implementation of the BMPs. The Grantee shall submit a draft of the agreement to the Grantor for review and approval. Upon Grantor's request, the agreement shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The Grantee shall submit a copy of the executed agreement to the Grantor prior to the implementation of the BMP.	
Implementation of all BMP Designs developed must begin by October 31, 2026. In the event that construction and implementation of a Design has not begun by October 31, 2026, the Grantee, or its Assigns, shall immediately discontinue all work on that remaining Design implementation, unless an extension is requested by the Grantee and approved by the Grantor prior to September 30, 2026. In the event of such a discontinuation of work, limited costs incurred in association with the remaining BMP Design will be eligible for reimbursement by the Grantor.	
The Grantee shall complete the implementation of all BMPs by December 31, 2026. Upon completion of the BMPs, the Grantee shall complete and submit the BMP Documentation Form (Part II) with all supporting documentation to the Grantor. Upon Grantor's request, Part II shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Support documentation includes invoice and photographic documentation.	
The BMP Strategy will be submitted by the Grantee to the Grantor by June 30, 2025. Upon Grantor's request, the BMP Strategy shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the BMP Strategy is approved by the Grantor. The Grantee shall complete the implementation of the BMP Strategy by March 15, 2027.	
OUTREACH AND INFORMATION STRATEGY	
3. The Grantee shall develop and implement an active and passive outreach and information program that uses the BMP implementation activities conducted under this Agreement to promote NPS pollution control to watershed stakeholders. The Grantee shall develop an Outreach and Information Strategy which describes the activities to be conducted as part of this project. The Outreach and Information Strategy will provide a proposed schedule, outline, and budget for all outreach and informational activities to be completed through this project. The Grantee can use tools such as educational events and publicizing programs, landowner meetings, signs, programmatic experiences, educational outreach with partner organizations, tours and/or planting days, displays,	

newspaper and newsletter articles, brochures, water quality webinars and web site to complete this project component. The Outreach and Information Strategy will be submitted by the Grantee to the Grantor by May 30, 2025. Upon Grantor's request, the Outreach and Information Strategy shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Limited activities related to education shall be implemented until the final Outreach and Information Strategy is approved by the Grantor. The Grantee shall submit a final agenda for workshops, tours and other events to the Grantor at least 30 days prior to the execution of said event. The Grantee shall complete the implementation of the Outreach and Information Strategy by March 15, 2027.

PROJECT REPORT

4. The Grantee shall evaluate and prepare a report on the success of the Lake Springfield Watershed Management Plan BMP Implementation - Phase 4 Project in terms of water quality and NPS pollution control. The report shall document the grant agreement number, the project period, project title, tasks, implementation schedule, budget, obstacles and successes encountered during implementation of the project. For all BMP implementation developed under Item 2 of this Agreement, the report shall include pre and post conditions, pollutant load reduction amounts for sediment, phosphorus, and nitrogen, the type and location of practices, plans and specifications, the O & M Plan, a description of installation and construction techniques, and materials used (including plant species). The Project Report shall be completed and submitted by the Grantee to the Grantor for review and approval by March 31, 2027. Upon Grantor's request, the Project Report shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Upon approval, the grantee shall submit two (2) paper copies and one (1) electronic copy to the Grantor.

PERFORMANCE STANDARDS

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

EXHIBIT E

SPECIFIC CONDITIONS

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

There are no specific conditions identified.

2025-189

PART TWO -GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII
REPORTING

23.1. Grantees shall file a Quarterly Periodic Financial Report (PFR) and Periodic Performance Report (PPR) for quarters ending March 31, June 30, September 30, and December 31, with the Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first Periodic Financial Report (PFR) and Periodic Performance Report shall cover the reporting period after the effective date of the Agreement. a Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit an annual Periodic Financial Report (PFR) for the period ending 6/30 (Grantee's Fiscal Year End date). This report should include the Grantee's entire Fiscal Year expenditures for this award. Reports must be submitted no later than 30 calendar days following the period covered by the report.

A Periodic Financial Report (PFR) and Periodic Performance Report (PPR) marked as "Final Report" must be submitted to Grantor 60 days after the end date of the Agreement. Failure to submit the required PFR and PPR reports may cause a delay or suspension of funding.

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

In reference to Part One, Article XI, Item 11.1 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and status. The remainder of the report will include the items listed in Section 11.1, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

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:

In reference to Part One, Article IV, Item 4.8 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

Lake Springfield Watershed Management Plan BMP Implementation – Phase 4 – Submission Budget

ExpectedStart:4/1/2025 ExpectedEnd:7/31/2027

Budget View Settings

Options

Show/Hide

☐ Grant Year ☐ Line Items ☐ Assignee(s) ☐ Match

Budget

Expense Budget +	Grant-Funded Budgeted	Total Budgeted
1. Personnel (Salaries and Wages) +		
Subtotal	\$53,935.49	\$89,892.48
10. Research and Development (R&D) +		
Subtotal	\$0.00	\$0.00
11. Telecommunications +		
Subtotal	\$0.00	\$0.00
12. Training and Education +		
Subtotal	\$0.00	\$0.00
13. Direct Administrative Costs +		
Subtotal	\$0.00	\$0.00
14. Other or Miscellaneous Costs +		
Subtotal	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00
3. Travel +		
Subtotal	\$294.84	\$491.40
4. Equipment +		
Subtotal	\$0.00	\$0.00
5. Supplies +		
Subtotal	\$6,910.41	\$11,517.34
6. Contractual Services & Subawards +		
Subtotal	\$52,209.74	\$87,016.24
7. Consultant Services and Expenses +		
Subtotal	\$0.00	\$0.00
8. Construction +		
Subtotal	\$304,238.88	\$507,064.82
9. Occupancy (Rent and Utilities) +		
Subtotal	\$0.00	\$0.00
Indirect Cost +		
Subtotal	\$0.00	\$0.00
Total Expense Budget Cost	\$417,589.36	\$695,982.28
Revenue Budget	Grant-Funded Budgeted	Total Revenue
Grant Funding		
Subtotal	\$417,589.36	\$417,589.36
Match		
Subtotal		\$278,392.92
Total Revenue Budget Cost		(\$695,982.28)
Total Overall Budget Cost		\$0.00

2025-189

Sangamon County SWCD

2623 Sunrise Drive
Suite 1
Springfield, 62703-7302

Invoice

Date	Invoice #
4/17/25	2025-1

Bill To
City of Springfield - CWLP Dan Brill 200 East Lake Drive Springfield, IL 62712

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			3/13/25			
Quantity	Item Code	Description			Price Each	Amount
	EPA 319	Seed money - 1st installment - EPA 319 Phase 4			347,991.14	347,991.14

2025-189

ORDINANCE FACT SHEET

DATE OF 1st READING: 05-06-25

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: \$695,982.28

SUGGESTED TITLE: Approving IGA / vendor / dollar amount / for the purpose of / authorizing supp. appro. of said funds / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Sangamon County Soil and Water Conservation District

VENDOR NO: SA992111

CONTRACT TERM: 2-year period commencing upon award of IEPA ☒ Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: see above

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

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

Code Provision:

Previous Ord #'s 366-10-2020

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	101	300	KB	1154	695,982.28
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	101	100	BC	6110 1218	695,982.28
2					
3					
4					

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

Agreement, IEPA grant

STAFF ANALYSIS

Approving an Intergovernmental Agreement in amount of \$695,982.28 for a Lake Springfield Watershed Plan and implementation of best management practices. The SCSWCD will reimburse the City \$417,589.36 from grant funds received from the IEPA grant.

Authorizing a Supplemental Appropriation in the amount of \$695,982.28 from the City of Springfield Office of Public Utilities 101-300-KB-1154 (Water Rate Stabilization Fund) into Account No. 101-100-BC-6110-1218 to fund said project.

FUNDS CHECK BY: Cavanaugh, Rachel H.

Digitally signed by Cavanaugh,
Rachel H.
Date: 2025.04.22 12:17:16 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2025.04.22 09:57:28 -05'00'

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF:


(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2025.04.23 12:33:06 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-189

AN ORDINANCE AUTHORIZES AND APPROVES AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS, SECRETARY OF STATE FOR THE INSTALLATION OF A WATER MAIN, IN ORDER TO PROVIDE WATER SERVICE TO 2701 S. DIRKSEN PARKWAY IN AN AMOUNT NOT TO EXCEED \$390,000.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance authorizes and approves an Intergovernmental Agreement between the City of Springfield, Office of Public Utilities Water Division, and the State of Illinois, Secretary of State ("SOS") for the installation of a 10-inch water main, fire hydrants, and service connections, and

WHEREAS, these improvements are necessary to provide water and fire protection services to the 2701 S. Dirksen Parkway Street location. The existing building is currently being modified, and

WHEREAS, the Office of Public Utilities will provide the materials and labor for this agreement, and

WHEREAS, pursuant to the Intergovernmental Agreement, SOS shall pay a grand total of \$390,000.00 for materials (\$190,000.00) and labor (\$200,000.00), and

WHEREAS, the Intergovernmental Agreement shall be on file with the Office of the City Clerk.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of the Intergovernmental Agreement, a copy of which shall be on file with the City Clerk, between the City of Springfield Office of Public Utilities Water Division and SOS for the installation of a 10-inch water main, fire hydrants, and service connections to provide water and fire protection services, to the 2701 S. Dirksen Parkway Street location.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Intergovernmental Agreement with SOS.

Section 3. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-190

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: State of Illinois, Secretary of State

CONTRACT AMOUNT: -\$390,000.00

TYPE OF AWARD: Intergovernmental Agreement

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes and approves an Intergovernmental Agreement with the State of Illinois, Secretary of State ("SOS") to install 1,955 feet of a 10" water main, 5 fire hydrants, and 2 service connections to provide water and fire protection services to the 2701 S. Dirksen Parkway that is being renovated.

The City shall disconnect the existing water main line to the Property and create and install a new water main from Adloff Lane to Dirksen Parkway'

The total estimated cost of the project is \$390,000.00. SOS agrees to pay to the City an amount not to exceed \$390,000.00, based on actual costs incurred. The City may invoice SOS for all material, equipment, labor, engineering and outside contractor costs incurred for the work outlined in this agreement upon completion of the work without a markup.

This Agreement shall commence on April 15, 2025, and expire on April 15, 2026. The term of this Agreement may be extended by written and signed agreement of the parties.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
CITY OF SPRINGFIELD, ILLINOIS
AND
ILLINOIS SECRETARY OF STATE
REGARDING CITY, WATER, LIGHT AND POWER WORK AT 2701 S. DIRKSEN
PARKWAY**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, provides that the State “shall encourage intergovernmental cooperation and use its technical and financial resources to assist intergovernmental activities”; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize and encourage intergovernmental cooperation; and

WHEREAS, the Illinois Secretary of State (“SOS”) and the City of Springfield, Illinois, Office of Public Utilities (“City”) are both “public agencies” as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/2(1); and

WHEREAS, SOS owns and manages the property located at 2701 S. Dirksen Parkway, Springfield, Illinois (“Property”) and desires a new water main and discontinuation of the existing water main line to the property.

WHEREAS, City has the ability to perform the work required to install a new water main at the property.

NOW, THEREFORE, in consideration of the foregoing matters and the promises herein contained, it is mutually agreed by and between SOS and the City as follows:

1. The City shall disconnect the existing water main line to the Property and create and install a new water main from Adloff Lane to Dirksen Parkway as shown on the plan, attached as Exhibit A
2. City shall be responsible for applying for and managing any permits needed from any State or local entity to complete the project.
3. City shall be responsible for preparing any easement documents needed for the water main alignment through the Property, SOS will provide a legal description for the easement to be used by the City as part of the easement document and SOS shall promptly execute same, when required to do so.
4. The total estimated cost of the project, as hereinabove described is \$390,000.00 as shown on the detailed estimate of cost attached as Exhibit B hereto and made a part hereof. SOS agrees to pay to City an amount not to exceed \$390,000.00, based on actual costs incurred. City may invoice SOS for all material, equipment, labor, engineering and outside contractor costs incurred for the work outlined in this agreement upon completion of the work without mark up.

Miscellaneous

Term. The term of this Agreement shall commence on April 15, 2025 and expire on April 15, 2026. The term of this Agreement may be extended by written and signed agreement of the parties.

Applicable Law. This Agreement shall be governed in all respects by the laws of the State of Illinois. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to affect the original intent of the Parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

Amendments. This Agreement may be amended upon mutual agreement of the Parties. Any amendments shall be reduced to writing and signed by both Parties.

Termination. This Agreement may be terminated without cause in advance upon sixty (60) days prior written notice from one party to the other. SOS shall pay the City all costs incurred prior and up to the date of termination.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be 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 shall be deemed original for all purposes.

Insurance. Each Party, at its sole cost and expense, shall keep in full force and effect at all times during the Term of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with this Agreement. Each Party shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers' Compensation and similar laws for their respective employees. Any employee claim related to this Agreement will be the responsibility of the Party employer and the other Party shall have no obligation whatsoever to provide worker's compensation for the other Party's employee.

The insurance coverage specified above may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Given the duration of this Agreement, insurance coverage and/or amounts may be need to be modified to adequately protect the Parties against possible claims arising from the Parties' rights and obligations under the terms of this Agreement.

No Indemnification. No Party to this Agreement shall be liable for any negligent or intentional acts or omissions chargeable to the other in performing the terms of this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party to the other or to a third party.

No Representations. No representations, except those that are expressly stated herein, have been made by SOS respecting the condition of the Premises. The use of the Premises by City shall be conclusive evidence as against SOS that the Premises were in good and satisfactory condition when use of the same occurred.

No Assignment. Neither Party may assign this Agreement or any interest hereunder and may not transfer its interest under this Agreement except with the written consent of both parties.

Damages. The City shall be solely responsible for and shall promptly repair or replace any damage to the Premises due to any action or omission of the City, its employees, agents, contractors or other persons affiliated with the City.

Notices. Notices under this Agreement shall be in writing and either hand delivered or sent by national overnight courier, mail, facsimile transmission or email transmission to the party being notified at the address, facsimile number or email address appearing below. Notices shall be deemed received: (i) when hand delivered; or (ii) four business days after mailing with postage prepaid; or (iii) when received if sent by facsimile or email transmission prior to or during normal business hours, and if receipt is electronically confirmed; or (iv) on the later of actual receipt or the next business day after transmission if sent by facsimile or email transmission after normal business hours, and if receipt is electronically confirmed.

If to SOS: Brian Whitlow
 Office of Secretary of State, Division Chief Planning and Development
 501 S. Second St., Room 037
 Springfield, Illinois 62756
 (217)782-9614
 bwhitlow@ilsos.gov

If to City: Michael Johnson, PE
 CWLP Water Department, General Superintendent
 401 N. 11th Street
 Springfield, IL 62702
 (217) 789-2323 ext. 1617
 Michael.johnson@cwlp.com

Entire Agreement. It is acknowledged and agreed that this Agreement contains and comprises the entire understanding of the parties and there are no additional promises, representations, terms or provisions other than those contained herein.

IN WITNESS THEREOF, the Parties hereto have executed this agreement as of the last date of the signatures required below. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

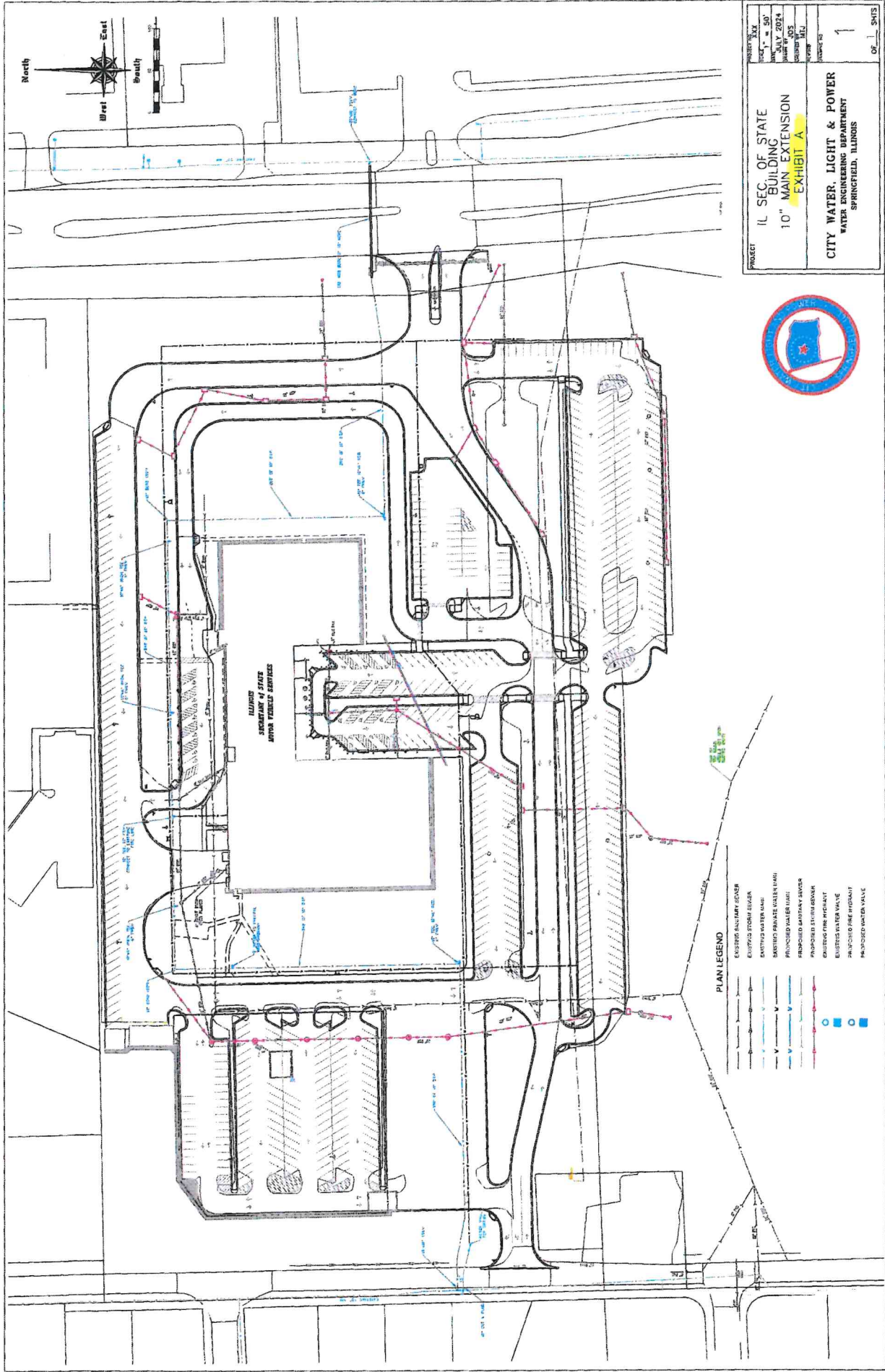
VENDOR

Vendor Name: City of Springfield, Office of Public Utilities	Address (City/State/Zip): 800 East Monroe St. Springfield, IL 62701
Signature:	Date:
Printed Name: Misty A. Buscher <i>GBA</i>	Phone: (217) 789-2200
Title: Mayor	Email: Misty.Buscher@Springfield.IL.US

ILLINOIS SECRETARY OF STATE

Official Printed Name: Alexi Giannoulas	
Official Title: Secretary of State	
Official Signature:	Date:
Designee Name: Katherine Tople	
Designee Title: CPO	
Designee Signature:	
Legal Printed Name: Rob Gamrath	
Legal Title: General Counsel	
Legal Signature:	Date:
Fiscal Printed Name: Amanda Trimmer	
Fiscal Title: CFO	
Fiscal Signature:	Date:

2025-190



2025-190



City Water, Light & Power

City of Springfield, Illinois
Water Engineering & Distribution

IL Secretary of State Building 10" Main Extension Estimate

Exhibit B

Stock Number	Mains & Materials	Unit	# of Units	Unit Price	Total Price
W6660110	10" x 10" Tapping Sleeve	Ea	1	\$1,080.00	\$1,080.00
W6660210	20" x 10" Tapping Sleeve	Ea	1	\$1,700.00	\$1,700.00
W7522100	10" Tapping Valve	Ea	2	\$2,330.00	\$4,660.00
W4608100	10" D.I. Pipe	Pc	91	\$1,060.00	\$96,460.00
W6810110	10" Tee, all MJ Ends	Ea	3	\$340.00	\$1,020.00
W7509100	10" MJ Gate Valve	Ea	1	\$1,825.00	\$1,825.00
W0312141	10" x 90 MJ x MJ Bend	Ea	2	\$255.00	\$510.00
W0106700	10" Anchoring Coupling	Ea	1	\$425.00	\$425.00
W1304010	10" Cap MJ	Ea	1	\$95.00	\$95.00
W3210100	10" Gland Pack	Ea	21	\$47.00	\$987.00
W0802564	Valve Box - Long	Ea	3	\$172.00	\$516.00
	10" HDPE Bore	Lf	135	\$270.00	\$36,450.00
	10" Polywrap	Lf	1820	\$1.50	\$2,730.00
	Pavement Saw Cutting	Lf	960	\$3.00	\$2,880.00
	Pavement Repair	Sy	160	\$225.00	\$36,000.00
	Sand (Trench Backfill)	Tn	297	\$14.00	\$4,158.00
	Parkway Restoration	Ls	1	\$4,000.00	\$4,000.00
	Barricades & Traffic Control	Ls	1	\$2,000.00	\$2,000.00
	Labor/Equipment	Hr	192	\$500.00	\$96,000.00
	Sub-Total Water Main				\$293,496.00
Stock Number	Hydrants & Materials	Unit	# of Units	Unit Price	Total Price
W3307031	4' Bury Hydrant	Ea	5	\$2,170.00	\$10,850.00
W6855106	10" x 6" Anchoring Tee	Ea	3	\$290.00	\$870.00
W0106700	10" Anchoring Coupling	Ea	2	\$425.00	\$850.00
W5303105	10" x 6" Reducer	Ea	2	\$155.00	\$310.00
W7509060	6" MJ Gate Valve	Ea	5	\$710.00	\$3,550.00
W0106600	6" Anchoring Coupling	Ea	7	\$195.00	\$1,365.00
W0802564	Valve Box - Long	Ea	5	\$172.00	\$860.00
W3210006	6" Gland Pack	Ea	27	\$32.00	\$864.00
	Labor/Equipment	Hr	20	\$500.00	\$10,000.00
	Sub-Total Hydrants				\$29,519.00

Stock Number	Service Materials	Unit	# of Units	Unit Price	Total Price
	3/4" Meter in Pit	Ea	1	\$1,800.00	\$1,800.00
	Sub-Total Meters				\$1,800.00
	Sub-Totals				\$324,815.00
	10% Engineering/Project Admin				\$32,481.50
	10% Contingency				\$32,481.50
	Total				\$389,778.00
	Total Project Estimate				\$390,000.00
	Estimated By: Josh Stewart, PE		15-Apr-25		

2025-190

ORDINANCE FACT SHEET

DATE OF 1st READING: 5/6/25

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: -390,000.00

SUGGESTED TITLE: Accepting & authorize IGA / vendor / (service) / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Illinois Secretary of State

VENDOR NO: -

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

CONTRACT AMOUNT: see above

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ 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	101	100	BE	4442	2313	190,000
2	101	100	BE	4442	2315	200,000
3						
4						

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

Intergovernmental Agreement

STAFF ANALYSIS

Authorizing an intergovernmental agreement between the City (Water Dept) and IL Secretary of State for the installation of water main to provide water & fire protection to 2701 S. Dirksen. IL SOS will reimburse the water dept. up for \$390,000.00 for this work.

FUNDS CHECK BY: Cavanaugh, Rachel H.

Digitally signed by Cavanaugh,
Rachel H.
Date: 2025.04.25 15:12:31 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2025.04.25 15:06:15 -05'00'

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF:


(Mayor's Signature) GEM

Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2025.04.25 15:21:22 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-190

A RESOLUTION REQUESTING TEMPORARY CLOSURE OF A PORTION OF ILLINOIS STATE ROUTE SOUTH SIXTH STREET (6th STREET FROM ST. JOSEPH TO ADLAI STEVENSON DRIVE) FOR THE CHURCH OF THE LITTLE FLOWER MEN'S CLUB STREET FESTIVAL ON MAY 23, 2025, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the Church of the Little Flower Men's Club ("SPONSOR") is sponsoring a Street Festival on May 23, 2025, in the City of Springfield which event constitutes a public purpose; and

WHEREAS, the event will require the temporary closure of 6th Street, a State Highway in the City of Springfield from St. Joseph to Adlai Stevenson Drive; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation (IDOT) to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

Section 1: That permission to close 6th Street from St. Joseph to Adlai Stevenson Drive on Friday, May 23, 2024, from 2:00 PM to 11:00 PM, be requested of the Illinois Department of Transportation.

Section 2: That this closure is for the public purpose of a street festival sponsored by the Church of the Little Flower Men's Club.

Section 3: That traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Illinois Department of Transportation and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.) The detour route shall be as follows: No Detour Posted.

Section 4: That the sponsor of the Festival assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

Section 5: That police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

Section 6: That all debris shall be removed by the sponsor prior to reopening the State Highway.

Section 7: That the use of signs, flags, barricades, etc. shall be in accordance with Illinois Department of Transportation rules and regulations.

Section 8: That the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

Section 9: That the sponsor hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

Section 10: That the sponsor shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000.00 per person and \$500,000.00 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insureds and which protects them from all claims arising from the requested road closing.

Section 11: That a copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

Section 12: That this resolution shall become effective immediately upon 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

 5/1/25
Office of Corporation Counsel / Date

WHEREAS, Church of the Little Flower Men's Club is sponsoring an annual street festival in the City of Springfield which event constitutes a public purpose; and

WHEREAS, this event will require the temporary closure of 6th Street, a State Highway in the City of Springfield from St Joseph to Adlai Stevenson Drive; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW THEREFORE, BE IT RESOLVED by the City council of the City of Springfield, Illinois that permission to close 6th Street from St Joseph to Adlai Stevenson Drive as above designated, be requested of the department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time periods of 5/23/2025 from 2 PM to 11 PM.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a street festival.

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.)* The detour route shall be as follows: No Detour Posted

BE IT FURTHER RESOLVED, that the Church of the Little Flower Men's Club assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall, at the expense of the Church of the Little Flower Men's Club, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the Church of the Little Flower Men's Club prior to reopening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc., shall be used by the Church of the Little Flower Men's Club as may be approved by the Illinois Department of Transportation.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

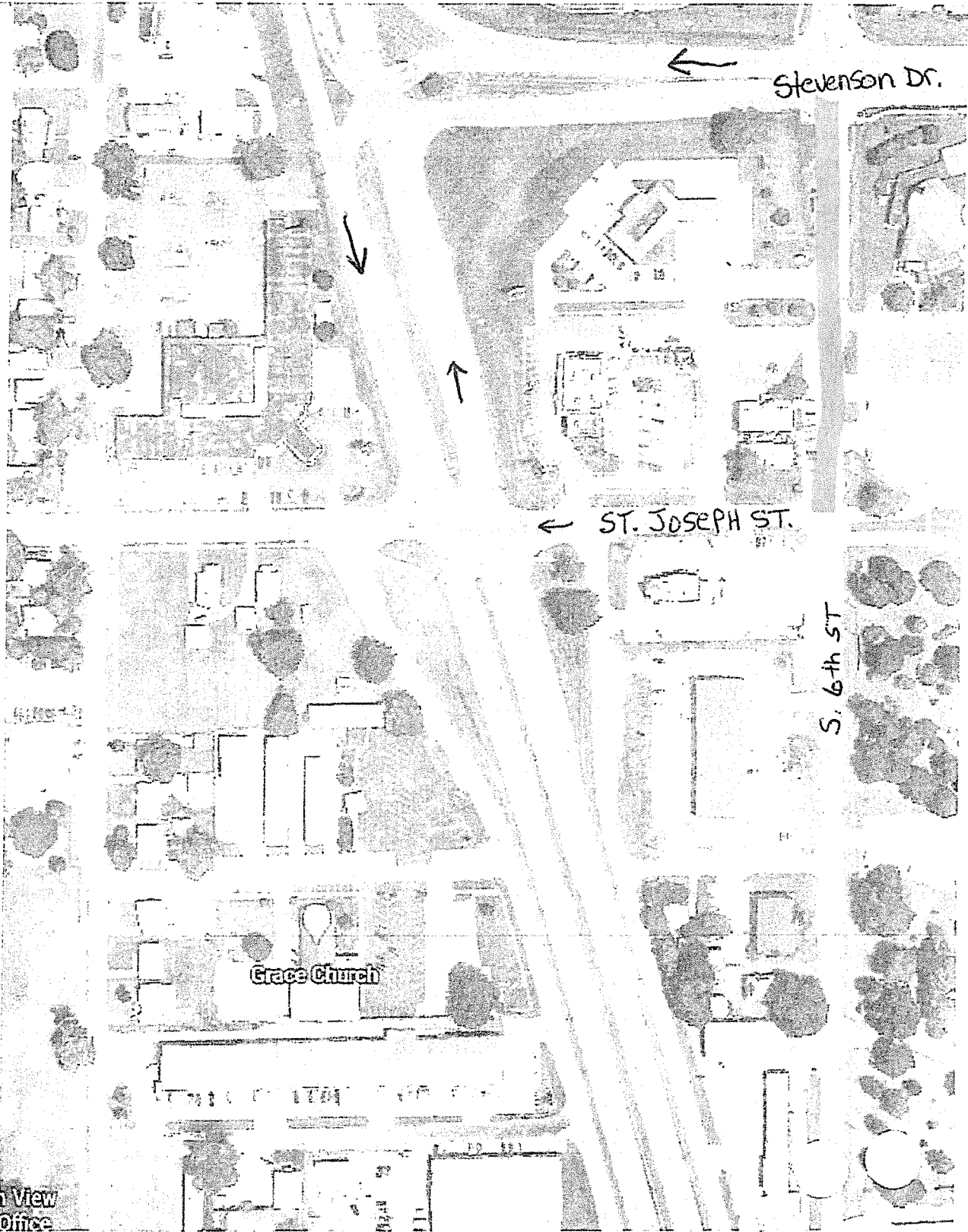
BE IT FURTHER RESOLVED that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersection highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade when no detour is required.)

BE IT FURTHER RESOLVED That the Church of the Little Flower Men's Club hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED That the Church of the Little Flower Men's Club shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insured's and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED That a copy of this Resolution be forwarded to the Department of Transportation to serve as a formal request for the permission south in this Resolution and to operate as part of the conditions of said permission.

ADOPTED by the _____ of the _____
this _____ day of _____, 20 ____, A.D.



Closure
Detour

100%

Camera: 1,013 m 35°46'25"N 89°38'49"W 162 m

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 5/6/25

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: _____

FISCAL IMPACT: _____

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

SUGGESTED TITLE:

Resolution requesting the temporary closure of a portion of Illinois State Route South 6th Street on 05/23/25 for Little Flower Men's Club street festival.

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____ Date: _____

CITY PURCHASING AGENT: _____

Date: 24 APR 25

COMMENTS

Request is for the Little Flower Men's Club street festival on South 6th Street 5/23/25 from 2pm to 11 pm.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

2025-191

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW26-03-01 WITH COMPLETE ASPHALT SERVICE CO. FOR THE FY2026 CRACKFILLING AND MASTIC PROGRAM, IN AN AMOUNT NOT TO EXCEED \$354,000.00, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the Office of Public Works finds it necessary to fill cracks various pavements throughout the City; and

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

WHEREAS, pursuant to the above, Complete Asphalt Service Co. has submitted the lowest responsible bid meeting specifications to provide services for the FY2026 Crackfilling and Mastic Program in an amount not to exceed \$354,000.00; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW26-03-01.

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

Section 1: That the City Council hereby accepts the bid from Complete Asphalt Service Co. to provide services for the FY2026 Crackfilling and Mastic Program throughout the City for the Office of Public Works in an amount not to exceed \$354,000.00. The Mayor and City Clerk are authorized to execute contract no. PW24-02-90 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Complete Asphalt Service Co. (0COM3300), in the amount of \$354,000.00, in accordance with the terms of Contract PW26-03-01 from account number 095-110-WORK-INFR-1204.

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

 4-30-25

Office of Corporation Counsel / Date



BLR 12315 (Rev. 07/16/13)

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-30

DATE OF 1ST READING: 5-6-25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: low bid

FISCAL IMPACT: \$ 354,000.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT PW26-03-01 WITH COMPLETE ASPHALT SERVICE CO. FOR THE FY2026 CRACKFILLING AND MASTIC CONTRACT FOR THE OFFICE OF PUBLIC WORKS

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

contract

CONTRACTOR / VENDOR NAME: Complete Asphalt Service Co.

VENDOR NO: 0COM3300

CONTRACT TERM: completion

CONTRACT # PW26-03-01

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$354,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204 \$ 354,000.00
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance for for crackfilling and mastic repair of various streets in Springfield.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2025-193

**AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND
AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW26-03-02
WITH MICROSURFACING CONTRACTORS, LLC FOR THE FY2026
MICROSURFACING AND SLURRY CONTRACT, IN AN AMOUNT NOT TO
EXCEED \$1,092,350.00, FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, the Office of Public Works finds it necessary to apply microsurface and slurry treatments for bituminous street surfaces; and

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

WHEREAS, pursuant to the above, Microsurfacing Contractors, LLC has submitted the lowest responsible bid meeting specifications to provide services for the FY2026 in an amount not to exceed \$1,092,350.00; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW26-03-02.

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

Section 1: That the City Council hereby accepts the bid from Microsurfacing Contractors, LLC to provide services for the FY2026 microsurfacing and slurry treatments for bituminous street surfaces throughout the City for the Office of Public Works in an amount not to exceed \$1,092,350.00. The Mayor and City Clerk are authorized to execute contract no. PW26-03-02 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Microsurfacing Contractors, LLC, in the amount of \$1,092,350.00, in accordance with the terms of Contract PW26-03-02 from account number 095-110-WORK-INFR-1204.

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

 4-30-25

Office of Corporation Counsel / Date

2025-193

Date: 4/3/2025Time: 2:00 PM

Contract Name: FY2026 Microsurfacing

and Slurry Seal

Attended By:

REVIEWED

COMMITTEES ON STANDARDIZATIONS

APR 08 2025

The Department of Public Works recommends this contract be awarded to Microsurfacing Contractors, LLC

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-29

DATE OF 1ST READING: 5-6-25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: low bid FISCAL IMPACT: \$ 1,092,350.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT PW26-03-02 WITH MICROSURFACING CONTRACTORS, LLC FOR THE FY2026 MICROSURFACING AND SLURRY CONTRACT FOR THE OFFICE OF PUBLIC WORKS

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

contract

CONTRACTOR / VENDOR NAME: Microsurfacing Contractors, LLC

VENDOR NO: VC*8022

CONTRACT TERM: completion

CONTRACT #

PW26-03-02

Change in Scope

Yes ☐No ☒

CONTRACT AMOUNT: \$1,092,350.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

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

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204	\$ 1,092,350.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for microsurface and slurry treatments for bituminous street surfaces throughout the City of Springfield.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2025-194

AN ORDINANCE APPROVING THE APPOINTMENT OF NICHOLAS ZUMMO AS FIRE CHIEF OF THE SPRINGFIELD FIRE DEPARTMENT EFFECTIVE MAY 17, 2025

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

WHEREAS, pursuant to §34.01(c) of the 1988 Springfield City Code of Ordinances, as amended, the fire department shall be headed by a fire chief who shall be appointed by the mayor with the advice and consent of the city council; and

WHEREAS, Chief Ed Canny has submitted his intent to retire from Springfield Fire Department on May 16, 2025.

WHEREAS, Mayor Misty Buscher desires to appoint Nicholas Zummo Chief of the Springfield Fire Department, effective May 17, 2025.

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

Section 1: That the City Council hereby approves the appointment of Nicholas Zummo as Chief of the Springfield Fire Department, effective May 17, 2025.

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

PASSED: _____, 2025

SIGNED: _____, 2025

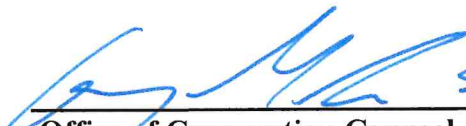
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 5-1-25

Office of Corporation Counsel / Date

2025-194

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 05/06/25

OFFICE REQUESTING: Mayor

CONTACT PERSON: Misty Buscher

PHONE NUMBER: 217-789-2200

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

TYPE OF ORDINANCE: _____ FISCAL IMPACT: _____

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

SUGGESTED TITLE:

An ordinance appointing Nicholas Zummo to the position of Chief for the Springfield Fire Department as of
May, 17, 2025.

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

Resume

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						

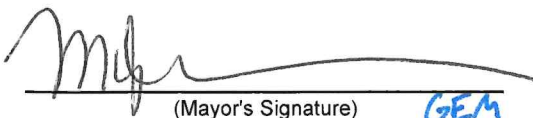
EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:	Date:
DIRECTOR / SUPERVISOR SIGNATURE	Date:
CITY PURCHASING AGENT:	Date:

COMMENTS

SIGN OFF:


(Mayor's Signature)

GEM

(Director of OBM)

2025-195

**AN ORDINANCE APPROVING THE APPOINTMENT OF JOSEPH BEHL
AS CHIEF OF THE SPRINGFIELD POLICE DEPARTMENT EFFECTIVE
MAY 31, 2025**

WHEREAS, a vacancy exists for the position of Chief of the Springfield Police Department; and

WHEREAS, pursuant to §35.01(b) of the 1988 Springfield City Code of Ordinances, as amended, the appointment of the Police Chief is subject to the advice and consent of the City Council.

WHEREAS, Chief Kenneth Scarlett has submitted his intent to retire on May 30, 2025; and

WHEREAS, Mayor Misty Buscher desires to appoint Joseph Behl to be the Chief of the Springfield Police Department effective May 31, 2025.

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

Section 1: That the City Council hereby approves the appointment of Joseph Behl as Chief of the Springfield Police Department, effective May 31, 2025.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the Office of 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

 5-1-25
Office of Corporation Counsel / Date

2025-195

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 05/06/25OFFICE REQUESTING: MayorCONTACT PERSON: Misty BuscherPHONE NUMBER: 217-789-2200EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

--

TYPE OF ORDINANCE: _____

FISCAL IMPACT: _____

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

SUGGESTED TITLE:

An ordinance appointing Joseph Behl as Chief of Police for the Springfield Police Department effective May 31, 2025

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

Resume

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)

☐ 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	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

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

2025-196

**AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "E" LIQUOR
LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY HOT POT &
BBQ INC., DBA HOT POT & BBQ LOCATED AT 3050 LINDBERGH BLVD**

WHEREAS, Hot Pot & BBQ Inc., currently holds a "Class E" liquor license for the business known as Hot Pot & BBQ located at 3050 Lindbergh Blvd; and

WHEREAS, the owner has closed the business; 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 a decrease in the number of Class "E" 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.

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

 5-2-25
Office of Corporation Counsel / Date

2025-196

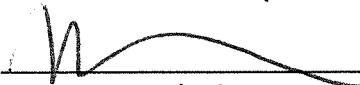
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
5/6/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Hot Pot & BBQ Inc. dba Hot Pot & BBQ		
LOCATION:	3050 Lindbergh Blvd.		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Business closed		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	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.
	D	In conjunction with restaurant	2:00 a.m.
D	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

2025-197

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "A"
LIQUOR LICENSES BY ONE FOR THE FOURTH GEN ENTERPRISES,
INC., D/B/A THE OFFICE WEST SPORTS BAR LOCATED AT 4525
WABASH WEST, SUITE A**

WHEREAS, The Fourth Gen Enterprises has applied for a Class "A" liquor license for the business known as The Office West Sports Bar located at 4525 Wabash West, Suite A; and

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

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

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

Section 1: That the City Council hereby authorizes an increase in the number of Class "A" 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

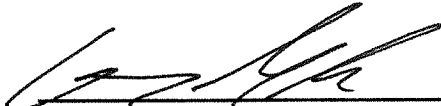
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

 5-1-25

Office of Corporation Counsel / Date

2025-197

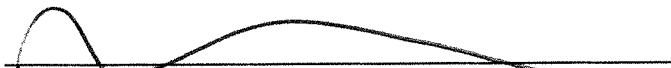
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
5/6/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Fourth Gen Enterprises, Inc. d/b/a The Office West Sports Bar		
LOCATION:	4525 Wabash West Suite A Springfield ,IL		
EMERGENCY PASSAGE: (Please check one)	☒ YES	☒ X	☐ NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Business		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
I	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.
	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

_____ Date

2025-198

**AN ORDINANCE AUTHORIZING PAYMENT TO CLAYTON DENNIS, A
CURRENT CITY OF SPRINGFIELD OFFICE OF PUBLIC UTILITIES
EMPLOYEE, FOR SETTLEMENT OF WORKERS COMPENSATION CLAIM
NUMBER 24-WC-006107 IN AN AMOUNT NOT TO EXCEED \$46,097.25**

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, Clayton Dennis works for the Office of Public Utilities and was hired July 16, 2018. Mr. Dennis reported an injury picking up a tire to put on a police car causing his right shoulder to need surgery; and

WHEREAS, on June 28, 2023 Mr. Dennis filed a workers compensation claim for injuring his right shoulder requiring surgery for case number 24-WC-006107 and is willing to settle his claim in the amount of \$46,097.25; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C., the City's workers compensation advisors recommended that settlement of Mr. Dennis workers compensation claim for case number 24-WC-006107 in an amount not to exceed \$46,097.25 would be in the best interest of the City.

**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 \$46,097.25 to Clayton Dennis, a Current City of Springfield Office of Public Utilities employee, for workers compensation case for claim number 24-WC-006107, representing a permanent partial disability equivalent to 15% 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: Office of Budget and Management is hereby authorized to pay the lump sum of \$46,097.25 from Account Number 074-107-BMGT-WCMP-2205 to Clayton Dennis and his attorney Suzanne Dennis.

Section 3: 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



Office of Corporation Counsel / Date

2025-198

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

BASE INFORMATION:

WORKERS' COMPENSATION CASE#: 24WC006107

WORKERS' COMPENSATION CLAIM #: W004233499

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: Clayton Dennis

ATTORNEY: Suzanne Dennis

DEPARTMENT: Fleet Maintenance - OBM

JOB TITLE: Fleet Tech At time of injury; he was a fleet employee;
now in ISD with CWLP *RMM*

STATUS: ☒ CURRENT EMPLOYEE ☐ FORMER EMPLOYEE

DATE OF ACCIDENT: 6/28/23

DESCRIPTION OF ACCIDENT: Picking up tire to put on police car - right shoulder surgery

% OF LOSS OF USE: 15% MAW - \$46,097.25

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 *RMM*

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: May 6, 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: \$46,097.25

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO CLAYTON DENNIS, A CURRENT CITY OF SPRINGFIELD OFFICE OF PUBLIC UTILITIES EMPLOYEE, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE #24WC006107 IN THE AMOUNT OF \$46,097.25.

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

CONTRACTOR / VENDOR NAME: Clayton Dennis and attorney Suzanne Dennis

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: _____

DIRECTOR / SUPERVISOR SIGNATURE Ramona Metzger

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Clayton Dennis, hired on July 16, 2018, currently works in the Office of Public Utilities Department, reported a work injury on June 28, 2023. Mr. Dennis filed a workers' compensation claim (Case# 24WC006107) and is willing to settle in the amount of \$46,097.25. Livingstone, Mueller, Bima & Murphy, P.C., the city's legal advisor, also recommend payment in the amount of \$46,097.25 to settle (Case# 24WC006107).

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

2025-198

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH LIVINGSTONE, MUELLER, BIMA & MURPHY, P.C. TO DEFEND WORKERS' COMPENSATION CLAIMS FOR THE CITY OF SPRINGFIELD FROM MARCH 1, 2025, THROUGH FEBRUARY 28, 2026, FOR A TOTAL AMOUNT NOT TO EXCEED \$240,000.00

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, it is in the best interest of the City of Springfield to obtain outside legal counsel to defend Workers' Compensation Claims for the City of Springfield; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C. ("Livingstone") are willing and able to provide this service from March 1, 2025, through February 28, 2026, for an amount not to exceed \$240,000.00; and

WHEREAS, it is necessary to execute an agreement with Livingstone for legal counsel to defend Workers' Compensation Claims for the City of Springfield from March 1, 2025, through February 28, 2026; and

WHEREAS, the City Purchasing Agent has made a determination that this service is exempt from sealed competitive bidding pursuant to exceptions contained in Section 38.42 pertaining to Professional Services; 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 authorizes execution of an agreement with Livingstone, Mueller, Bima, & Murphy, P.C., to defend Workers' Compensation Claims for the City of Springfield from March 1, 2025, through February 28, 2026, for a total amount not to exceed \$240,000.00. The Mayor and City Clerk are authorized to execute any documents which may be necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Livingstone, Mueller, Bima & Murphy, P.C. (0LIV2100) for a total amount not to exceed \$240,000.00 from account number 074-107-BMGT-WCMP-1217.

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


Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Greg Moredock
Office of Corporation Counsel

FROM: Mike Lesko,
Purchasing Agent *JML*

DATE: April 23, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet approving an agreement and authorizing payment to Livingstone, Mueller, Bima & Davlin, PC for legal services to defend Workers Compensation claims for the City of Springfield for the Office of Corporation Counsel.

Based on the information provided and the City's working history with this firm, 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.

**AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS,
AND LIVINGSTONE, MUELLER, BIMA AND DAVLIN, P.C., FOR
LEGAL SERVICES REGARDING WORKERS' COMPENSATION FROM
MARCH 1, 2025 THROUGH FEBRUARY 28, 2026**

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation, hereinafter called "City" and **LIVINGSTONE, MUELLER, BIMA AND MURPHY, P.C.**, hereinafter called "Livingstone."

WITNESSETH:

WHEREAS, the City of Springfield is in need of the legal services of an expert in the field of Workers' Compensation law; and

WHEREAS, Livingstone is well qualified and experienced in providing such services to municipalities.

NOW, THEREFORE, it is hereby mutually agreed as follows:

I. Services to be performed by Livingstone

Livingstone shall provide litigation services to the City of Springfield, Illinois (the "City") pertaining to Workers' Compensation claims.

II. Personnel

L. Robert Mueller and Kenneth S. Bima shall be the Principal attorneys for the performance of this Agreement, with direct responsibility for all tasks. Support shall be provided by other Livingstone personnel or staff as required. All documentation prepared by Livingstone hereunder shall represent the professional opinion and expertise of Mr. Mueller and Mr. Bima. Mr. Mueller and Mr. Bima shall make every reasonable effort to personally represent Livingstone in all meetings with the City and shall make appearances before the City Council, as requested by the City.

III. Fees

The fees for the services of Livingstone shall be \$130 per hour plus expenses. Paralegal services shall be charged at a rate of \$60 per hour.

IV. Expenses

Expenses incurred by Livingstone while acting within the scope of its authority as attorney for the City shall be reimbursed by the City. Expenses shall include costs of securing medical records and payment for depositions of physicians.

V. Limit on Fees and Expenses

This contract does not authorize an expenditure of City funds in excess of the amount authorized by the city council unless the city council specifically approves an additional expenditure. Livingstone agrees and acknowledges that absent such prior approval it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the city council.

VI. Relationships

The performance of Livingstone's services hereunder shall be in the capacity of an independent contractor and not as an officer, agent or employee of the City and in this regard,

Livingstone agrees to hold the City harmless from all damages to property or injury to persons arising out of the acts or omissions of Livingstone or its officers, agents or employees.

VII. Term and Termination of the Contract

The term of this contract shall be March 1, 2025, through February 28, 2026. Either party may terminate this contract at any time upon sixty (60) days' written notice with or without cause. Payment shall thereafter be made to Livingstone for all work performed up to the date of termination of this contract.

VIII. Assignability

Livingstone shall not assign this Agreement to any person, firm or corporation without the written consent of the City.

IX. Records

Livingstone agrees to keep and maintain proper books of record and accounts in which complete and correct entries shall be made of hours worked, travel, subsistence, field and incidental expenses. Said books shall be available at all reasonable times for examination by the City with respect to services performed under this Agreement.

X. Waiver of Performance

No waiver by 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.

XI. Non-exclusive

The City may engage the services of any other attorney or attorneys for additional advice, analysis, evaluation, litigation services or other matters pertaining to Workers' Compensation matters.

XII. Ownership and Confidentiality of Documents

All documents, reports, data and other material collected or prepared by Livingstone 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 Livingstone, including any as may have been furnished to Livingstone by the City or any member thereof, shall be confidential and shall not be used by Livingstone 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 Livingstone's services to the City under this Agreement.

XIII. Applicable Law

This Agreement shall in all respects be governed by the laws of the State of Illinois.

XIV. 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.

CITY
Office of Corporation Counsel
City of Springfield
Room 313 Municipal Center East
800 East Monroe
Springfield, IL 62701

LIVINGSTONE
L. Robert Mueller
620 E. Edwards Street
Springfield, IL 62703

XV. City Contact Person

The Corporation Counsel, or such other person as shall be designated in writing, shall be the contact person for Livingstone for purposes of carrying out the duties of this Agreement.

THE PARTIES hereto have executed this Agreement the day and year first appearing herein.

ATTEST:

CITY OF SPRINGFIELD, ILLINOIS

City Clerk Charles L. Redpath, Sr.

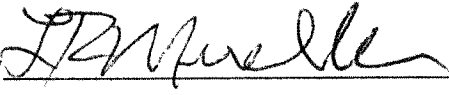
By _____
Mayor Misty Buscher

ATTEST:

**LIVINGSTONE, MUELLER, BIMA AND
MURPHY, P.C.**



Secretary

By 

2025-199

ORDINANCE FACT SHEET

DATE OF 1st READING: 05/04/2025OFFICE REQUESTING: Corporation CounselCONTACT PERSON: Greg MoredockPHONE NUMBER: 217-789-2393EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$240,000.00SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH LIVINGSTONE, MUELLER, BIMA & MURPHY, P.C. TO DEFEND WORKERS COMP CLAIMS FOR THE CITY OF SPRINGFIELD FROM MARCH 1, 2025 THROUGH FEBRUARY 28, 2026 FOR A TOTAL AMOUNT NOT TO EXCEED \$240,000CONTRACTOR / VENDOR NAME: Livingstone, Mueller, Bima, & Murphy P.C. VENDOR NO: OLIV2100CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$240,000.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	WCMP	1217
2					\$240,000.00
3					
4					

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

Agreement

STAFF ANALYSIS

This ordinance will authorize execution of an agreement with Livingstone, Mueller, Bima, & Murphy, P.C. for legal services regarding the City of Springfield's workman's compensation claims from March 1, 2025 through February 28, 2026, for an amount not to exceed \$240,000.00

FUNDS CHECK BY: Justin WingardDate: 5/1/25

DIRECTOR / SUPERVISOR: _____

Date: _____

CITY PURCHASING AGENT: Michael LuskDate: 5-1-25SIGN OFF: [Signature]

(Mayor's Signature)

[Signature]
(Director of OBM)

2025-199

The information supplied on this form is not confidential information.

**AN ORDINANCE APPROVING AN AGREEMENT WITH ESTHER SEITZ
OF MANDELL MENKES, LLC TO CONTINUE TO ACT AS OUTSIDE
COUNSEL IN CONNECTION WITH THE SPRINGFIELD RAIL
IMPROVEMENTS PROJECT, FOR THE OFFICE OF CORPORATION
COUNSEL**

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

WHEREAS, Esther Seitz has served as outside counsel to the City in connection with the Springfield Rail Improvements Project for several years; and

WHEREAS, Esther Seitz recently moved from Hinshaw & Culbertson to Mandell Menkes, LLC. She will be the primary contact at the firm; and

WHEREAS, Esther Seitz of Mandell Menkes, LLC will continue to represent the City of Springfield in connection with the Illinois Commerce Commission proceedings of the Springfield Rail Improvements Project; and

WHEREAS, it is necessary to execute an agreement with Esther Seitz of Mandell Menkes, LLC to act as legal counsel for the City of Springfield; 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 the engagement letter attached hereto. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

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

PASSED: _____, 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

 5-1-25

Office of Corporation Counsel / Date



Esther J. Seitz

One North Franklin St, Suite 900 Chicago, IL 60606
Office 312.251.1000 | mandellmenkes.com

Direct Dial: 312-251-1005
E-mail: eseitz@mandellmenkes.com

April 24, 2025

VIA EMAIL ONLY

Gregory E. Moredock
Corporation Counsel
City of Springfield
Municipal Center East, 800 E. Monroe Street,
Room 313, Springfield, IL 62701
gregory.moredock@springfield.il.us

ENGAGEMENT LETTER

Re: *Counseling & Representation re Illinois Commerce Commission & Usable Segment VIB of the Springfield Rail Improvements Project*

Dear Mr. Moredock

On behalf of Mandell Menkes LLC (the “Firm”), I want to thank you for the opportunity to represent the City of Springfield (“City”) in connection with Illinois Commerce Commission proceedings for Usable Segment VIB of the Springfield Rail Improvements Project (the “Matter”). This letter will outline our mutual understanding of the terms and scope of the Firm’s representation of the City.

Our Team, Billing Rates and Policies

I will serve as your primary contact at the Firm on the Matter and will be responsible for managing the Firm’s role on any matters for which you engage our services. My hourly rate in this Matter will be \$365 per hour. Available to assist me in the Matter will be one of our associates at a rate of \$325 per hour; and our paralegals at \$175 per hour. With your prior approval, I may rely on one or more of our other partners, whose hourly rates range between \$400-\$600 an hour; associates, whose hourly rates range between \$370-\$420 an hour; or paralegals to assist me. Typically, Firm rates are adjusted annually to reflect current market conditions and other factors. We will promptly advise you should a change in our rates be contemplated.

Whenever possible, we will delegate as much work as possible to more junior attorneys and paralegals, provided the quality and timing of the work is not compromised. There may be certain instances during our work on the Matter when the participation of two or more Firm attorneys having expertise in various subject matters may be necessary to provide you with proper representation, or where the circumstances require two or more attorneys to participate in a

2025-200

meeting, phone call or client consultation for continuity purposes. In such instances, all the services provided by each of the participating attorneys will be charged.

Except for April and May 2025, which will be billed in early June, we will invoice you monthly, within 30 days following the end of each month during which services are performed or expenses incurred. Unless you direct us otherwise, we will submit the invoices to you via e-mail. Each invoice will contain an itemized description of each service provided, the time consumed in performing that service and the name and billing rate of the attorney or paralegal who provided the service. In order for the Firm's invoices to reflect the value of our services as accurately as possible, it is the Firm's policy to bill in tenths of an hour--or six-minute increments.

In addition to the hourly fees stated above, the Firm requires reimbursement for its out-of-pocket costs and disbursements we incur on your behalf. These costs will include photocopying, messenger service, local travel, computer-aided research, court reporter fees, transcript fees, extraordinary support staff charges, any expert witness fees and any out-of-town travel and lodging costs. In most instances, these charges will equal the cost charged to the Firm for those services; other services will be charged at flat rates which we deem reasonable and which are charged to all Firm clients.

The Firm will expect its invoices to be paid within 30 days of when billed. The Firm reserves the right to withdraw from the representation, if the Firm's invoices are not paid promptly, or for any other reason we believe appropriate.

If at any time you have a question about our billing practices, a particular fee or cash disbursement statement or any other aspect of our legal services, please feel free to bring it to my attention. We sincerely appreciate the opportunity to represent the City and we will endeavor to provide prompt, efficient and responsive legal services at all times. To evidence your acceptance of the terms of the engagement, please execute and return a duplicate copy of this Engagement Letter to me.

Very truly yours,

MANDELL MENKES LLC

By: Esther J. Seitz

Agreed this _____ day of April, 2025.

By: _____
Gregory Moredock

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 5/6/2025

OFFICE REQUESTING: Office of Corporation Counsel

CONTACT PERSON: Gregory Moredock

PHONE NUMBER: 217-789-2393 ext 4904

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

TYPE OF ORDINANCE: Agreement

FISCAL IMPACT: \$ _____

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING AN AGREEMENT WITH ESTHER SEITZ OF MANDELL MENKES, LLC TO ACT AS OUTSIDE COUNSEL AND REPRESENTATION PURSUANT TO THE ILLINOIS COMMERCE COMMISSION AND USABLE SEGMENT VIB OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT, FOR THE OFFICE OF CORPORATION COUNSEL

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope

Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid

☒ Other: _____

Previous Ord #'s _____

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval required? No ☒ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

Is Purchasing Agent approval attached? No ☒ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Esther Seitz has been outside counsel to the City for several years but recently moved from Hinshaw & Culbertson to Mandell Menkes, LLC

SIGN OFF: _____

(Mayor's Signature)

GEN

(Director of OBM)

2025-201

**A RESOLUTION ADOPTING THE DOWNTOWN SPRINGFIELD AND
MID-ILLINOIS MEDICAL DISTRICT MASTER PLAN**

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

WHEREAS, on March 1, 2003, Public Act 92-870 created the Illinois Medical District at Springfield; and

WHEREAS, pursuant to 70 ILCS 925/10(c), the City appointed a comprehensive master plan for the orderly development and management of all property with the medical district; and

WHEREAS, the master plan cannot take effect until approved by the City Council; and

WHEREAS, the master plan is now ready and awaiting approval of the City Council; and

WHEREAS, a copy of the Downtown Springfield and Mid-Illinois Medical District Master Plan shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves the Downtown Springfield and Mid-Illinois Medical District Master Plan, a copy of which is 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

 **5-1-25**
Office of Corporation Counsel / Date

2025-201

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 05/06/25

OFFICE REQUESTING: Mayor/Econ Dev

CONTACT PERSON: _____

PHONE NUMBER: _____

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

TYPE OF ORDINANCE: _____ FISCAL IMPACT: _____

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

SUGGESTED TITLE:

An ordinance adopting the Downtown Springfield/Mid-Illinois Medical District Master Plan

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

Master Plan

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

SIGN OFF:


(Mayor's Signature) **GEM**

(Director of OBM)

2025-201

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR
RFP CS 25-41 AND EXECUTION OF AN AGREEMENT WITH CASEY
POWER FOR THE PURCHASE OF CITY-OWNED PROPERTY
CONSISTING OF ONE VACANT LOT LOCATED AT 509 S. 13TH
STREET IN THE AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET
AND MANAGEMENT**

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

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

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS 25-41) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on October 28, 2024; and

WHEREAS, the Request for Proposals CS 25-41 contained properties declared surplus by ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22; and

WHEREAS, in response to the City's request for proposals CS 25-41, the City has received a proposal for purchase of one parcel in the amount of \$500.00, said parcel being located at 509 S. 13th Street 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 Casey Power for sale of city-owned property located at 509 S. 13th Street; and

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

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

Section 1: That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 25-41 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$500.00.

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 \$500.00 into revenue account 001-107-GENC-VARI-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

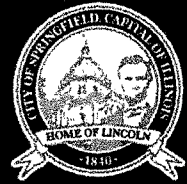
 4-30-25
Office of Corporation Counsel / Date

2025-202

Exhibit A						
Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Surplus RFP
1	509 S 13th St Springfield, IL 62703	14-34.0-280-019	Casey Power	\$500.00	The North 42 feet of Lot 16 in Block 2 of MATHER AND WELLES' ADDITION to the City of Springfield, Township of CAPITAL, County of Sangamon, State of Illinois.	R-2 CS25-41
Total				\$500		

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

Casey Power

Mailing Address

1224 E Jackson Street

Daytime Phone Number

Email Address

217 717 7379

Casey.power33@gmail

Resident of Springfield corporate limits? ☒ Yes ☐ No

VACANT LOT INFORMATION

Vacant Lot Address(es)

Vacant Lot Parcel Number(s)

509 S 13th Spfld

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- ☐ Adjacent Homeowner ☐ Adjacent Landlord/Property Owner
☒ Property Owner near the vacant lot ☐ Neighborhood Association or other organization
☐ Other (specify): _____

Address of your property:

- ☒ Same as my mailing address (listed in the Applicant Contact Information section)
☐ Different from my mailing address: _____

Do you rent or own your home? ☐ Rent ☒ Own

Your property is a:

- ☒ Residence ☐ Organization ☐ Business ☐ Other (specify): _____

Describe the intended use for the vacant lot.

Shed and parking as to where I do not have a driveway
for my property and all 3 of my children and myself own
vehicles. I have been maintaining this property for years
cutting grass etc.

Do you expect to invest any money to improve the vacant lot? If so, please explain.

Clean up cost

About how much money would you expect to spend (if any): \$ negotiable as to I have been already asking for price

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

Do you owe delinquent property taxes?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Have you ever been cited for Housing Code Violations?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you have any debt owed to the City of Springfield?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500.00 per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

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

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Signature

Date

Casey Power

Casey Power

3/31/25

ORDINANCE FACT SHEET

DATE OF 1st READING: 05.06.25OFFICE REQUESTING: OPEDCONTACT PERSON: Mike LeskoPHONE NUMBER: 217.789.2116x2613EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: NONESUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP-CS25-41 AND EXECUTION OF AGREEMENT WITH CASEY POWER, FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL AT 509 S 13TH ST(cont. below)CONTRACTOR / VENDOR NAME: N/AVENDOR NO: N/ACONTRACT TERM: N/AChange In Scope Yes ☐ No ☒CONTRACT AMOUNT: N/AN/A

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other:☐ 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	ADCT	0242
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

FOR AN AMOUNT OF \$500.00 FOR THE OFFICE OF BUDGET AND MANAGMENT

This is for the sale of one vacant lot at 509 S 13th St Springfield, IL 62703 to Casey Power.

FUNDS CHECK BY:

*Justin Wingarter*Date: 4/16/25

DIRECTOR / SUPERVISOR:

*Arny B*Date: 4/15/25

CITY PURCHASING AGENT:

*J Michael Lesko*Date: 04/15/2025

SIGN OFF:

[Signature]

(Mayor's Signature)

[Signature]

(Director of OBM)

The information supplied on this form is not confidential information.

2025-202

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR
RFP CS 25-41 AND EXECUTION OF AN AGREEMENT WITH TYRONE
WILKINS FOR THE PURCHASE OF CITY-OWNED PROPERTY
CONSISTING OF ONE VACANT LOT LOCATED AT 807 S. 17TH
STREET IN THE AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET
AND MANAGEMENT**

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

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

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS 25-41) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on October 28, 2024; and

WHEREAS, the Request for Proposals CS 25-41 contained properties declared surplus by ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22; and

WHEREAS, in response to the City's request for proposals CS 25-41, the City has received a proposal for purchase of one parcel in the \$500.00, said parcel being located at 827 S. 17th Street 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 Tyrone Wilkins for sale of city-owned property located at 807 S. 17th Street; and

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

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

Section 1: That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 25-41 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$500.00.

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 \$500.00 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

 4-31-25

Office of Corporation Counsel / Date

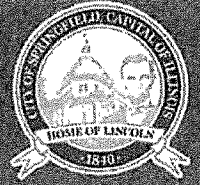
Exhibit A

Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
1	807 S 17th	14-35-0-306-010	Tyrone Wilkins	\$500.00	Lot 15 in Block 5 of JH Spear's Second Addition to the City of Springfield, situated in the County of Sangamon and State of Illinois	R-2	RFP CS25-41
Total				\$500			

20251803

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

Tyrone Wilkins

Mailing Address

91 Radcliff rd. Springfield, il 62703

Daytime Phone Number

Email Address

217-891-2249

tlwilkin@gatewayfoundation.org

Resident of Springfield corporate limits? ☒ Yes ☐ No

VACANT LOT INFORMATION

Vacant Lot Address(es)

Vacant Lot Parcel Number(s)

807 S. 17th st

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- ☐ Adjacent Homeowner ☒ Adjacent Landlord/Property Owner
☐ Property Owner near the vacant lot ☐ Neighborhood Association or other organization
☐ Other (specify): _____

Address of your property:

- ☐ Same as my mailing address (listed in the Applicant Contact Information section)
☒ Different from my mailing address:
801 S. 17th st

Do you rent or own your home? ☐ Rent ☒ Own

Your property is a:

- ☒ Residence ☐ Organization ☐ Business ☐ Other (specify): _____

Describe the intended use for the vacant lot.

open field , no plans for now. I want to clear tress and debrie

Do you expect to invest any money to improve the vacant lot? If so, please explain.

No just adding to lot size that is adjacent to the property I own.

About how much money would you expect to spend (if any): \$ _____

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

91 Radcliff rd

100 Radcliff rd.

45 adloff ln

801 s 17th st

2812 s 12th st

Do you owe delinquent property taxes?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Have you ever been cited for Housing Code Violations?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you have any debt owed to the City of Springfield?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$500.00 _____ per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

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

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Signature

Date

Tyrone Wilkins

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

1-23-25

ORDINANCE FACT SHEET

DATE OF 1st READING: 04.01.2025

OFFICE REQUESTING: OPED

CONTACT PERSON: Mike Lesko

PHONE NUMBER: 217.789.2116x2613

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

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP CS25-41 AND EXECUTION OF AGREEMENT WITH TYRONE WILKINS, FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL AT 807 S 17TH ST (cont. below)

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: N/A

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: N/A

N/A

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

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

Code Provision:

Previous Ord #'s

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	001	107	BMGT	ACCT	0242	\$500
2						
3						
4						

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

Application
Exhibit A

STAFF ANALYSIS

FOR AN AMOUNT OF \$500.00 FOR THE OFFICE OF BUDGET AND MANAGMENT

This is for the sale of one vacant lot at 807 S 17TH St Springfield, IL 62703 to Tyrone Wilkins.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR:

CITY PURCHASING AGENT:

SIGN OFF:

(Mayor's Signature)

Date:

Date: 3/13/24

Date: 03/25/2025

(Director of OBM)

2025-803

The information supplied on this form is not confidential information.

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR
RFP CS 25-41 AND EXECUTION OF AN AGREEMENT WITH LEE
ADAMS FOR THE PURCHASE OF CITY-OWNED PROPERTY
CONSISTING OF ONE VACANT LOT LOCATED AT 1607 S. 11TH
STREET IN THE AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET
AND MANAGEMENT**

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

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

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS 25-41) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on October 28, 2024; and

WHEREAS, the Request for Proposals CS 25-41 contained properties declared surplus by ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22; and

WHEREAS, in response to the City's request for proposals CS 25-41, the City has received a proposal for purchase of one parcel in the amount of \$500.00, said parcel being located at 1607 S. 11th Street 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 Lee Adams for sale of city-owned property located at 1607 S. 11th Street; and

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

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

Section 1: That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 25-41 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$500.00.

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 \$500.00 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

 4-30-25
Office of Corporation Counsel / Date

2025-204

Exhibit A						
Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Surplus RFP
1	1607 S 11th St Springfield, IL 62703	22-03-0-138-010	Lee Adams	\$500.00	The South 40 feet of the North 80 feet of Lot 14 of WASHINGTON IES SUBDIVISION, a subdivision of the Northeast part of the Northwest Fractional Quarter of Section 3, T15N, R5W of the 3rd P.M., situated in the County of Sangamon and the State of Illinois.	CS25-41
Total				\$500		



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Lee adams

Neighborhood Association or other organization (if any)

Mailing Address

2633 steller pl

Daytime Phone Number

217 414 7156

Email Address

leeadams398@yahoo.com

Resident of Springfield corporate limits? ☒ Yes ☐ No

VACANT LOT INFORMATION

Vacant Lot Address(es)

1607 south 11th

Vacant Lot Parcel Number(s)

22 03 0138 010

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- ☐ Adjacent Homeowner ☐ Adjacent Landlord/Property Owner
☐ Property Owner near the vacant lot ☐ Neighborhood Association or other organization
☐ Other (specify): my uncle is owner house next door been cut grass since 2019

Address of your property:

- ☐ Same as my mailing address (listed in the Applicant Contact Information section)
☒ Different from my mailing address:

Do you rent or own your home? ☐ Rent ☒ Own

Your property is a:

- ☒ Residence ☐ Organization ☐ Business ☐ Other (specify): _____

Describe the intended use for the vacant lot.

my uncle own house next door we been cut grass there since 2019 we figure we would just buy the lot

Do you expect to invest any money to improve the vacant lot? If so, please explain.
not at this time

About how much money would you expect to spend (if any): \$ n/a

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

Do you owe delinquent property taxes?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Have you ever been cited for Housing Code Violations?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you have any debt owed to the City of Springfield?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500.00 _____ per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

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

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder
lee adams

Signature

Date
3-19-25

ORDINANCE FACT SHEET

DATE OF 1st READING: 05.06.25

OFFICE REQUESTING: OPED

CONTACT PERSON: Mike Lesko

PHONE NUMBER: 217.789.2116x2613

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

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP-CS25-41 AND EXECUTION OF AGREEMENT WITH LEE ADAMS, FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL AT 1607 S 11TH ST(cont. below)

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: N/A

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: N/A

N/A

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ 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	107	BMGT	ACCT	0242	\$500
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

STAFF ANALYSIS

FOR AN AMOUNT OF \$500.00 FOR THE OFFICE OF BUDGET AND MANAGMENT

This is for the sale of one vacant lot at 1607 S 11th ST Springfield, IL 62703 to Lee Adams.

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR:

Date: 4/15/25

CITY PURCHASING AGENT:

Date: 04/15/2025

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information

2025-204

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR
RFP CS 25-41 AND EXECUTION OF AN AGREEMENT WITH JOSEPH
DAVIS FOR PURCHASE OF CITY-OWNED PROPERTY CONSISTING
OF ONE VACANT LOT LOCATED AT 1801 E. COOK STREET IN THE
AMOUNT OF \$2,000.00, FOR THE OFFICE OF BUDGET AND
MANAGEMENT**

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

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

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS 25-41) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on October 28, 2024; and

WHEREAS, the Request for Proposals CS 25-41 contained properties declared surplus by ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22; and

WHEREAS, in response to the City's request for proposals CS 25-41, the City has received a proposal for purchase of one parcel, said parcel being located at 1801 E. Cook Street and legally described on Exhibit A attached hereto for \$2,000.00; and

WHEREAS, it is in the best interests of the City to accept the bid and enter into an Agreement with Joseph Davis for sale of city-owned property located at 1801 E. Cook Street; and

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

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

Section 1: That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 25-41 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$2,000.00.

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 \$500.00 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

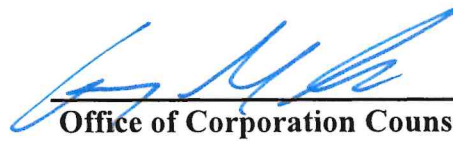
RECORDED: _____, 2025

Mayor Misty Buscher

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

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 **4-30-25**

Office of Corporation Counsel / Date

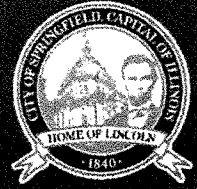
Exhibit A

Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
1	1801 E Cook	14-35-0-162-011	Joseph Davis	\$2,000.00	Lot 9 in Block 21 of Mather & Wells Addition to the City of Springfield, Township of Capital, County of Sangamon, State of Illinois	I-1	CS25-41
Total				\$2,000.00			

2025-805

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

Joseph Davis

Mailing Address

3979 N. 8th Street Road Springfield, IL 62707

Daytime Phone Number

217-306-3140

Email Address

dms7784@att.net

Resident of Springfield corporate limits? ☐ Yes ☒ No

VACANT LOT INFORMATION

Vacant Lot Address(es)

1801 E. Cook Street

Vacant Lot Parcel Number(s)

14-35.0-162-011

E

2025-805

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- ☐ Adjacent Homeowner ☒ Adjacent Landlord/Property Owner
☐ Property Owner near the vacant lot ☐ Neighborhood Association or other organization
☐ Other (specify): _____

Address of your property:

- ☒ Same as my mailing address (listed in the Applicant Contact Information section)
☐ Different from my mailing address: _____

Do you rent or own your home? ☐ Rent ☒ Own

Your property is a:

- ☒ Residence ☐ Organization ☐ Business ☐ Other (specify): _____

Describe the intended use for the vacant lot.

The intent to use as Parking Lot for Business.

Do you expect to invest any money to improve the vacant lot? If so, please explain.

Yes, plan to make Asphalt Paving Lot for parking.

About how much money would you expect to spend (if any): \$ 5,000.00

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

610 Martin Luther King Jr. Dr.

14-35.0-162-001

Do you owe delinquent property taxes?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Have you ever been cited for Housing Code Violations?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you have any debt owed to the City of Springfield?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

VACANT LOT DISPOSITION PROGRAM APPLICATION



VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 2,000.00 per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

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

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Joseph Davis

Signature

Joseph Davis

Date

2/11/2025

ORDINANCE FACT SHEET

DATE OF 1st READING: 4/1/2025

OFFICE REQUESTING: OPED

CONTACT PERSON: Mike Lesko

PHONE NUMBER: 217.789.2116x2613

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

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP CS25-41 AND EXECUTION OF AGREEMENT WITH JOSEPH DAVIS, FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL AT 1801 E COOK ST (cont. below)

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: N/A

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: N/A

N/A

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other:☐ 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
					\$600
2					\$2,000.00
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

Exhibit A

Application

STAFF ANALYSIS

FOR AN AMOUNT OF \$2,000.00 FOR THE OFFICE OF BUDGET AND MANAGMENT

This is for the sale of one vacant lot at 1801 E Cook Street Springfield, IL 62703 to Joseph Davis.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR:

CITY PURCHASING AGENT:

SIGN OFF:

(Mayor's Signature)

GEM

Date:

Date:

Date: 03/25/2025

(Director of OBM)

The information supplied on this form is not confidential information

2025-205

2025-206

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH SANGAMON COUNTY FOR ANIMAL CONTROL SERVICES WITHIN THE CITY LIMITS AND AUTHORIZING PAYMENT FOR FY2025 IN THE AMOUNT NOT TO EXCEED \$384,095.00 FROM MARCH 1, 2024 THROUGH FEBRUARY 28, 2025, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, the City council previously passed ordinance number 016-01-21 authorizing an Intergovernmental Cooperation Agreement with the Sangamon County Board of Health for Animal Control Services from March 1, 2020, through February 28, 2022; and

WHEREAS, the City council previously passed ordinance number 091-03-21 authorizing an extension of an Intergovernmental Cooperation Agreement with the Sangamon County Board of Health for Animal Control Services from March 1, 2022, through February 28, 2023; and

WHEREAS, the City council previously passed ordinance number 533-11-23 authorizing an extension of an Intergovernmental Cooperation Agreement with the Sangamon County Board of Health for Animal Control Services from March 1, 2023, through February 29, 2024; and

WHEREAS, Sangamon County Board of Health for Animal Control Services would like to extend the contract by one year for services from March 1, 2024, through February 28, 2025; and

WHEREAS, Sangamon County Board of Health for Animal Control Services provided these services for this term and is seeking reimbursement of a share of these expenses not to exceed \$384,095.00; and

WHEREAS, it is in the best interest of the City to extend the agreement and authorize payment for FY2025 in the amount of \$384,095.00 to reimburse the County for a share of Animal Control Services expenses; and

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

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

Section 1: That the City Council hereby approves and authorizes the execution of a one year extension of the Intergovernmental Cooperation agreement between the City of Springfield and the Sangamon County Board of Health for Animal Control Services from March 1, 2024, through February 28, 2025.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to the Springfield Sangamon County Board of Health (OSAN6099) in an amount not to exceed \$384,095.00 from account number 001-107-GENC-VARI-1232 in accordance with the terms of the Agreement.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher _____

 4-30-25
Office of Corporation Counsel / Date

Sangamon County Dept. of Public Health

2833 South Grand Avenue East

Springfield, IL 62703-2715

Phone (217) 535-3100

Fax (217) 535-3104

www.scdph.org**INVOICE****BILL TO:**

Honorable Mayor Misty Buscher

City of Springfield

800 East Monroe

Springfield, IL 62701

BILLING DATE:**INVOICE #:**

3012024

Date	Service	#	AMOUNT
3/01/2024 -	City ACO Calls	2,558	\$195,712.79
2/28/2025	Boarding	1367	\$143,468.46
	Euthanasia	230	\$10,299.20
	Disposal	820	\$34,614.55
TOTAL			\$ 384,095.00

Due Date is 45 days from billing date.

Please make all checks payable to **Sangamon County Department of Public Health**. Please put your invoice number on the check.

2025-206

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF SANGAMON AND THE CITY OF SPRINGFIELD
REGARDING ANIMAL CONTROL SERVICES**

This Agreement is entered into by Sangamon County (hereinafter the “County”) and the City of Springfield (hereinafter the “City”) for animal control services.

WHEREAS, Section 10 of Article VII of the Illinois Constitution and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provide that public agencies may exercise their powers jointly to provide and obtain services; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) allows public agencies to enter into intergovernmental contracts to perform any governmental services which any of the public agencies entering into the contract is authorized by law to perform, provided such contract is approved by the governing body of each party to the contract; and

WHEREAS, the County and the City are each a “public agency” as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, both the County and the City are authorized to provide animal control services within their respective jurisdictions; and

WHEREAS, beginning in the year 2000, pursuant to the terms of numerous intergovernmental agreements, the Sangamon County Department of Public Health (hereinafter the “Department”) was designated as the supervising and administrative agent to administer and oversee: (a) all animal control functions as defined in the Illinois Animal Control Act, the County Code, and the City Code; and (b) boarding services, and the City agreed to pay the County for these services provided to the City by the Department; and

WHEREAS, it is in the best interest of the City and the County that the County, through the Department, continue to provide animal control services and animal boarding services to the City.

WHEREFORE, it is agreed as follows:

1. The term of this agreement is March 1, 2024 through February 28, 2025.
2. During the term of this agreement, the Department will provide animal control services concerning animals located within the corporate boundaries of the City, to include:
 - (a) enforcement and prosecution of violations of the City's Animal Control Ordinance;
 - (b) responding to requests for animal control services from City residents and the Springfield Police Department;
 - (c) operating its animal control services with the extended hours of 8:00 a.m. to 8:00 p.m. Monday through Saturday, except on legal holidays recognized by the Department, with the City acknowledging that pursuant to the County's collective bargaining agreement, it will require a two-week notice to implement the new work schedule; and
 - (d) ensuring that when a Springfield Police Officer requests 911 to connect any Springfield Police Officer to a Department animal control officer, 911 complies with that request.
3. The City agrees to pay the Department the amount of **\$384,095.00**, payable by February 28, 2025. This fee covers actual animal control officer response (\$195,712.79), boarding costs (\$143,468.46), euthanasia (\$10,299.20), and disposal

(\$34,614.55) for calls and animals impounded in the most recently completed City Fiscal Year (March 1, 2023 – February 29, 2024).

4. Attached hereto as Exhibit A is the City Fee Schedule setting forth the fees the Department shall charge City residents for providing services pursuant to this agreement. Sixty days prior to the effective date of any change to any part of the City's Animal Control Ordinances (which includes the City Fee Schedule), the City shall give the County written notice of the change.
5. Attached hereto as Exhibit B is the County Fee Schedule the Department shall charge the City for animal control services provided pursuant to this agreement. If the County revises the County Fee Schedule, sixty days prior to the date any revised fee is to become effective, the County shall provide the City with written notice of the revised County Fee Schedule.
6. Sangamon County will endeavor to take advantage of training opportunities for animal control personnel whenever relevant, professional training is available provided that such training is not inordinately cost prohibitive and does not interfere with the daily operations of the Animal Control & Adoption Center. Training documentation for the most recently completed City Fiscal Year is included as Exhibit C to this contract.
7. Either party may terminate this agreement at any time by providing the other party with 45-days written notice of its decision to terminate this agreement.

City of Springfield

By: _____
Mayor *GB*

Date: _____

City of Springfield

By: _____
City Clerk

Date: _____

County of Sangamon

By: _____
County Board Chairman

Date: _____

County of Sangamon

By: _____
County Clerk

Date: _____

Exhibit A

Fees and Fines Exclusive to Violations of the City of Springfield Code

§ 91.06. – Inoculation to be performed by licensed veterinarian; issuance of certificate.

(d) Any person convicted of violating this section shall be fined \$150 for the first offense, \$500 for the second offense and \$1,000 for each offense thereafter.

§ 91.15. – Restraint of dogs and other animals.

(b) Any person convicted of violating this section shall be fined \$75 for first violation and \$150 for each violation thereafter.

§ 91.18. – Biting animals.

(b) The owner or keeper of any animal that bites or attacks a person or another animal without provocation shall be fined \$175 for the first violation and \$1,000 for second and subsequent violations. Third and subsequent violations will result in prohibition of ownership of an animal for a two-year period.

§ 91.21. – Cruelty to animals.

(c) Any person convicted of a violation of this section shall be fined \$1,000 for the first offense. If the person convicted of the violation is the owner, the \$1,000 shall be paid before the animal can be released. Subsequent violations of this section shall result in prohibition of ownership of an animal for a two-year period.

§ 91.22. – Animal fighting.

(b) Any person convicted of a violation of this section shall be fined \$1,000. If the person convicted of the violation is the owner, violations of this section shall result in prohibition of ownership for a two-year period.

§ 91.30. – Interference with enforcement.

(b) Any person convicted of a violation of the provisions of this section will be fined not less than \$100 nor more than \$500.

§ 91.31. – Impoundment of animals which have bitten persons.

(c) After having been notified that his animal has bitten or otherwise injured any person, the owner or keeper thereof shall not, under any circumstances, permit such animal to be outside of his premises except on a leash with a responsible adult until the procedures prescribed in subsections (a) and (b) of this section have been completed. Failure of the owner or keeper of an animal impounded or to be impounded in accordance with this section or comparable section of state law to adhere strictly to the provisions of this division shall be punished by a fine of not less than \$100 nor more than \$500. The provision of this section shall be a positive duty of the owner or keeper and the offense described herein shall be a strict liability offense.

§ 91.33. – Redemption of impounded animals.

(c) The impounding fees for each animal that is impounded within a two-year period shall be as follows:

- (1) \$50 for first offense
- (2) \$150 for second offense
- (3) \$500 for third and subsequent offenses.

§ 91.125. – Removal of excrement.

(b) Any person convicted of a violation of this section shall be fined \$100 for the first offense and \$150 for second and subsequent offenses within a two-year period.

§ 91.999. - Penalty.

Any person found in violation of any sections of this chapter, shall be fined not less than \$200 for the first violation, \$400 for the second violation and \$800 for the third and subsequent violation, unless a different fine is provided in the particular section. Each day during which a violation continues beyond the specified time for correction shall constitute a separate punishable offense.

Exhibit B

County Fee Schedule

Charges for Animal Control Services

Animal Control Calls	\$ 64.87
Boarding Nights	\$ 59.26
Euthanasia Services	\$ 31.40
Disposal Services	\$ 35.87
After Hours Humane Investigations	\$ 75.00

Exhibit C

Sangamon County Animal Control Training Record

3/1/9 to 2/29/20

<u>Active Shooter Training</u> March 2023 • Sheila Crowell • Theresa Szoke • Krystall Myers • Lori Blakley • Michelle Boner • Andrew Lehman • Mike Killen • Karen Hampton • Alexia Cunningham • Mikala Ashford • Kayla Kincaid • Mary Galassi • Jeanne Keenan • Melissa Calhoun • John Moore • Buddy Blackmon • Duane Schaefer • Cordelia Anderson	<u>Sexual Harassment Training</u> March 2023 • Sheila Crowell • Theresa Szoke • Krystall Myers • Lori Blakley • Michelle Boner • Andrew Lehman • Mike Killen • Karen Hampton • Alexia Cunningham • Mikala Ashford • Kayla Kincaid • Mary Galassi • Jeanne Keenan • Melissa Calhoun • John Moore • Buddy Blackmon • Duane Schaefer • Cordelia Anderson
<u>Euthanasia By Injection Certified Training - IAWF</u> March 2023 • John Moore • Mikala Ashford	<u>ACO Basic Training with IACA</u> April 2023 • Duane Schaefer • Cordelia Anderson
<u>Customer Service Training</u> May 2023 • Sheila Crowell • Theresa Szoke • Krystall Myers • Lori Blakley • Michelle Boner • Andrew Lehman • Mike Killen • Karen Hampton • Alexia Cunningham	<u>Cyber Security Training & Testing</u> May 2023 • Sheila Crowell • Theresa Szoke • Krystall Myers • Lori Blakley • Michelle Boner • Andrew Lehman • Mike Killen • Karen Hampton • Alexia Cunningham

• Mikala Ashford • Kayla Kincaid • Mary Galassi • Jeanne Keenan • Melissa Calhoun • John Moore • Buddy Blackmon • Duane Schaefer • Cordelia Anderson	• Mikala Ashford • Kayla Kincaid • Mary Galassi • Jeanne Keenan • Melissa Calhoun • John Moore • Buddy Blackmon • Duane Schaefer • Cordelia Anderson
<u>Animal Control and Cruelty Investigations Course</u> May 2023 • Buddy Blackman <u>Best Friends Conference</u> July 9th, 10th, 11th, & 12th 2023 • Jeanne Keenan • Reframing Urgency in animal Welfare • Challenges or Barriers to Community Engagement • Lifesaving and Euthanasia Considerations • Communicating with the public and avoiding media frenzies • Behavior Matrix for Decision making • Creating a Foster First program • Changing Community cultures • Managed intakes and how they are helpful • Community cat TNR program for lifesaving	<u>HIPPA Training</u> June 2023 • Sheila Crowell • Theresa Szoke • Krystall Myers • Lori Blakley • Michelle Boner • Andrew Lehman • Mike Killen • Karen Hampton • Alexia Cunningham • Mikala Ashford • Kayla Kincaid • Mary Galassi • Jeanne Keenan • Melissa Calhoun • John Moore • Buddy Blackmon • Duane Schaefer • Cordelia Anderson
<u>Taser Training</u> February 2024 • Duane Schaefer • Cordelia Anderson	

ORDINANCE FACT SHEET

DATE OF 1st READING: 05/06/2025

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Ramona Metzger

PHONE NUMBER: 217-789-2191

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

FISCAL IMPACT: \$384,095.00

SUGGESTED TITLE: An ordinance authorizing the extension of an intergovernmental agreement with the Sangamon County Department of Public Health for animal control services within city limits from March 1, 2024 to February 28, 2025 and authorizing payment for FY25 in the amount of \$384,095 for the Office of Budget & Management.

CONTRACTOR / VENDOR NAME: Sangamon County Dept of Public Health

VENDOR NO: 0SAN6099

CONTRACT TERM: March 1, 2024 - February 28, 2025

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$384,095.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid

☐ Other:

☐ Low Bid Meeting Specs

☒ Exception: Intergovermer

☐ 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	1232	\$384,095.00
2						
3						
4						

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

Intergovernmental Cooperation Agreement

Sangamon County Dept. of Public Health Invoice 3012024 for FY25

STAFF ANALYSIS

This intergovernmental agreement provides animal control services within the City of Springfield corporate limits for one year starting retroactively on March 1, 2024 through February 28, 2025. The City of Springfield shall pay Sangamon County Department of Public Health \$384,095.00 for these services.

FUNDS CHECK BY: Courtney Heinzl

Digitally signed by Courtney Heinzl
Date: 2025.04.22 06:55:59 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2025.04.22 09:16:03 -05'00'

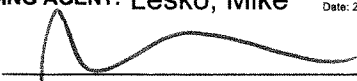
Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2025.04.22 09:40:49 -05'00'

Date: _____

SIGN OFF:



(Mayor's Signature)

GEM

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2025.04.22 09:16:19 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025 - 206

2025-207

AN ORDINANCE AUTHORIZING PAYMENT TO TYLER TECHNOLOGIES IN THE AMOUNT OF \$75,596.23 FOR THE ANNUAL MAINTENANCE FEE FOR E-CRASH / E-CITATION REPORTING SYSTEMS FOR FY2026 FROM MARCH 1, 2025 THROUGH FEBRUARY 28, 2026, FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the City Council previously passed ordinance 480-12-19 authorizing the purchase of Brazos site licenses and hosting fee to support Tyler Technologies / Brazos E-citation products for the Springfield Police Department; and

WHEREAS, it is necessary to authorize payment, in the amount of \$75,596.23, to Tyler Technologies for the FY2026 from March 1, 2025 through February 28, 2026 for maintenance fees for the E-Crash / E-Citation Reporting Systems

WHEREAS, a copy of the contract 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 payment, in the amount of \$75,596.23, to Tyler Technologies for the FY2026 from March 1, 2025 through February 28, 2026 for maintenance fees for the E-Crash / E-Citation Reporting Systems.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of \$75,596.23 to Tyler Technologies (VC*5187) from account number 001-112-POLC-POPR-1605.

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 Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel / Date 4-30-25

2025-207



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

MEMORANDUM

TO: Joshua Stuenkel, Deputy Chief
Springfield Police Department

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: March 6, 2025

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet for the Tyler Technologies for annual maintenance and support for the E-Crash & E-Citation Reporting Systems for the Springfield Police Department.

Based on the information provided and as this is an annual maintenance of existing software used by the Springfield Police Department, I have determined that Tyler Technologies is the sole source provider for this expenditure and pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No 130-153477	Date 02/15/2025	Page 1 of 1
---------------------------------	---------------------------	-----------------------

Questions:
Tyler Technologies- Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com



Bill To: SPRINGFIELD POLICE DEPARTMENT
ATTN: COMMANDER SCARLETTE
800 EAST MONROE STREET
SPRINGFIELD, IL 62701-1900

Ship To: SPRINGFIELD POLICE DEPARTMENT
ATTN: COMMANDER SCARLETTE
800 EAST MONROE STREET
SPRINGFIELD, IL 62701-1900

Cust No.-BillTo-ShipTo 50226 - MAIN - MAIN	Ord No 31650	PO Number	Currency USD	Terms NET60	Due Date 04/16/2025
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Contract Date	Description	Units	Rate	Extended Price
Contract No.: Springfield, IL				
15/Mar/2019	Brazos Hosting Fee Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	1,124.55	1,124.55
15/Mar/2019	Brazos Interface Annual Maintenance-Device Level Interface: New World Mobile Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	0.00	0.00
15/Mar/2019	Brazos Records Management System Interface - Annual Maintenance Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	0.00	0.00
15/Mar/2019	State Compliant Crash Report Software with Drawing Tool (150) Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	38,685.92	38,685.92
15/Mar/2019	Brazos Interface Annual Maintenance - eCommerce - Carfax Crash Sales Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	1,718.94	1,718.94
15/Mar/2019	Brazos Interface Annual Maintenance - IDOT - State of Illinois Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	1,718.94	1,718.94
23/Dec/2019	Site License Maintenance Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	24,261.23	24,261.23
23/Dec/2019	Server Hosting Cycle: Start: 01/Mar/2025, End: 28/Feb/2026	1	8,086.65	8,086.65

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 75,596.23

Sales Tax \$0.00

Invoice Total 75,596.23

2025-207

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police Dept.CONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$75,596.23SUGGESTED TITLE: Ordinance Authorizing Payment to Tyler Technologies in the amount not to exceed \$75,596.23 for Annual Maintenance Fees for the E-Crash/E-Citation Reporting Systems for Springfield Police DepartmentCONTRACTOR / VENDOR NAME: Tyler Technologies VENDOR NO: VC*5187CONTRACT TERM: 3/1/2025-2/28/2026 Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$75,596.23
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	POPR	1605 75596.23
2					
3					
4					

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

Invoice #130-153477

STAFF ANALYSIS

Ordinance Authorizing Payment to Tyler Tech for "Brazos" Hosting Fees, Records Management Interface, maintenance and all accompanying support systems for SPD E-Crash/E-Citations Reporting for Records.

FUNDS CHECK BY: Justin WingenterDate: 3/6/25DIRECTOR / SUPERVISOR: John E. GaskillDate: 3/6/25CITY PURCHASING AGENT: Michael LeskoDate: 03/06/2025

SIGN OFF: _____

(Mayor's Signature)

GEM

Ramon Metzger
(Director of OBM)

The information supplied on this form is not confidential information.

2025-207

2025-208

AN ORDINANCE AUTHORIZING PAYMENT TO FLOCK GROUP INC. D/B/A FLOCK SAFETY IN THE AMOUNT OF \$251,500.00 FOR THE CITY'S FALCON AUTOMATIC LICENSE PLATE READERS (ALPRs) FOR FEBRUARY 23, 2025 THROUGH FEBRUARY 22, 2026, FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the Springfield Police Department desires to purchase Falcon Automatic License Plate Readers ("ALPRs") in the amount of \$251,500.00 from Flock Group Inc. d/b/a Flock Safety for the final year of a 24 month contract; and

WHEREAS, the City Purchasing Agent has made a determination, that this purchase is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40 pertaining to Competitive Sealed Proposals.

WHEREAS, the Springfield Police Department is requesting payment in the amount of \$251,500.00 in order to pay Flock Group Inc. d/b/a Flock Safety for the City's Falcon ALPRs.

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

Section 1: That the City Council hereby authorizes a payment in the amount of \$251,500.00 for the final year of a 24 month term to Flock Group Inc. d/b/a Flock Safety for the City's Falcon ALPRs for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation in the amount of \$251,500.00 expenditure account 001-112-POLC-POPR-1507.

Section 3: That the Office of Budget and Management is hereby directed to make payment to Flock Group Inc. d/b/a Flock Safety (VC*7432) in an amount not to exceed \$251,500.00 from the expenditure accounts as follows:

001-112-POLC-ARPG-1507	\$251,500.00
------------------------	--------------

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

PASSED: _____, 2025

SIGNED: _____, 2025

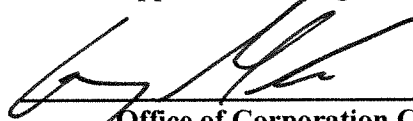
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 4-30-25

Office of Corporation Counsel / Date

2025-208



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

MEMORANDUM

TO: Calvin Gaskill
Springfield Police Department

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: April 17, 2025

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet to Flock Group Inc. dba Flock Safety for 12-month maintenance and support for existing equipment for the Springfield Police Department.

Based on the information provided and that Flock products were the chosen vendor through PD22-11 for previous video surveillance equipment, I have determined that Flock Safety is 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.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-58936
Invoice Date: 2/26/2025
Due Date: 3/28/2025
Payment Terms: Net 30
PO#:

Bill To: IL - Springfield PD
Springfield, Illinois, 62701

Ship To: IL - Springfield PD
800 East Monroe Street
Springfield, Illinois 62701

Billing Company Name: IL - Springfield PD
Billing Contact Name: SPD Fiscal
Billing Email Address: spdfiscal@springfield.il.us

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal - IL - Springfield - PD - 2024: Year 2 of 24 Month Term, 2/23/2025 - 2/22/2026

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS TM	1	\$0.00	\$0.00	\$0.00
Flock Safety LPR, fka Falcon	83	\$3,000.00	\$0.00	\$249,000.00
Flock Safety Advanced Search	99	\$25.25	\$0.00	\$2,500.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal: \$251,500.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$251,500.00

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

2025-208



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-58936
Invoice Date: 2/26/2025
Due Date: 3/28/2025
Payment Terms: Net 30
PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-58936
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 1501 North Plano Rd. ste 100
Richardson, TX 75081

Account: IL - Springfield PD

Invoice # INV-58936

Amount Due: **\$251,500.00**

Amount Enclosed: \$ _____

2025-208

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$251,500.00SUGGESTED TITLE: Ordinance Authorizing Payment in the amount of \$251,500.00 to Flock Group Inc for the city's Flock Safety Falcon Automatic License Plate Readers (ALPRs) for the Springfield Police Department.CONTRACTOR / VENDOR NAME: Flock Group Inc dba Flock SafetyVENDOR NO: VC*7432CONTRACT TERM: 2/23/2025-2/22/2026 Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: 251,500.00
(Original amount if change order)

Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	POPR	1507	251,500.00
2						
3						
4						

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

Invoice #58936

STAFF ANALYSIS

Final Year of 24 Month term (2/23/2025-2/22/2026). FlockOS, (83) Flacon ALPRs, (99) Flock Safety Advanced Search licenses.

FUNDS CHECK BY: Justin WingarterDate: 4/17/2025DIRECTOR / SUPERVISOR: Julian SturckelDate: 4/16/2025CITY PURCHASING AGENT: J Michael LeskoDate: 04/17/2025

SIGN OFF: _____

(Mayor's Signature)

Ramona Metzger

(Director of OBM)

The information supplied on this form is not confidential information.

2025-208

**AN ORDINANCE AMENDING CHAPTER 110 OF THE 1988 CITY OF
SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY REVISING
ARTICLE XL, SECTIONS 110.600 THROUGH 110.609 REGARDING THE
INCREASE OF AMBULANCES REQUIRED TO BE AVAILABLE FOR EMS
SYSTEM CALLS AND TRANSPORT**

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

WHEREAS, it is in the best interest of the city to regular ambulance services; and

WHEREAS, companies shall have adequate EMS staffing to ensure citizens are properly cared for in a timely manner; and

WHEREAS, the City wishes to require annual permits for ambulance services; and

WHEREAS, the City desires to amend Chapter 110 by revising Article XL, Sections 110.600 through 110.609 to increase the number of ambulances available for EMS system calls and transport.

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

Section 1: That the City Council hereby amends Chapter 110 of the 1988 City of Springfield Code of Ordinances, as amended, by revising Article XL, Sections 110.600 through 110.609 as shown on Exhibit A attached hereto.

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

Section 3: That this ordinance shall become effective after its passage, recording and publication in pamphlet form.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date

ARTICLE XL. - AMBULANCE SERVICE [6]

Footnotes:--- (6) ---

Editor's note— Ord. No. 616-09-08, § 1(Exh. A), adopted Sept. 16, 2008, repealed the former Art. XL, §§ 110.601—110.608, and enacted a new article as set out herein. The former Art. XL pertained to similar subject matter and derived from Ord. No. 170-3-93, § (Exh. A), adopted March 2, 1993; Ord. No. 824-11-95, § 1, adopted Nov. 8, 1995; and Ord. No. 273-4-96, § 1 (Exh. A), adopted April 16, 1996.

§ 110.600. - Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Advanced life support (ALS)/Paramedic. A level of ambulance service as described by the EMS Act.

Applicant. An owner/operator of an ambulance company.

Approving authority. Chief of the Springfield Fire Department.

Automatic vehicle locator (AVL). A device placed in a vehicle to send a tracking signal via radio frequency.

BLS/EMT. A level of ambulance service as described by the EMS Act.

City Clerk. The office of the City Clerk serves as registrar for the city and issues permitted licenses for the City of Springfield.

CMED. A term previously used, but now used only to define a radio frequency in Sangamon County.

Emergency medical dispatch (EMD) determinants. Levels of response to EMS related incidents.

Incident commander. The officer or senior fire official at the top of the incident chain of command and is in overall charge of the incident and is primarily responsible for formulating the incident action plan and for coordinating and directing all incident resources to implement the plan and meet its goals and objectives.

Incident command system. System by which facilities, equipment, personnel, procedures, and communications are organized to operate within a common organizational structure designed to aid in the management of resources at emergency incidents.

Intermediate Life Support (ILS)/ AEMT. A level of ambulance service as described by the EMS Act.

Jurisdiction.

(1)Legal authority to operate or function.

(2)Boundaries of a legally constituted entity.

Mobile data computer/tablet (MDC/MDT). A communications device, typically a laptop computer or tablet that receives and sends information to and from a dispatch center or vehicle to vehicle.

National Incident Management System (NIMS). A system that provides a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

Permit. Written permission from the authority having jurisdiction for an ambulance operator to be dispatched by SCCDS.

Public Safety Answering Point (PSAP). The location where 911 and other emergency calls are answered. The PSAP for The City of Springfield is Sangamon County Central Dispatch.

Sangamon County Central Dispatch System (SCCDS). A public agency voluntarily established by its members pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act.

Self-dispatching. An unwanted action by which the operator of an ambulance decides to respond his unit to an incident without being dispatched by SCCDS. This is not applicable to a private call for service received by the provider.

(Ord. No. 616-09-08, § 1(Exh. A), 9-16-08)

§ 110.601. - Initial and annual permits.

(a) Any operator of an ambulance company that desires to be dispatched by SCCDS shall first obtain a permit. In order to obtain a permit, the ambulance company must meet the minimum requirements outlined in section 110.602 of this chapter.

(b) The operator must obtain a permit application from the City of Springfield City Clerk's Office. The permit shall be filled with the clerk who will record the application and provide the ~~f~~Fire ~~e~~Chief of the City of Springfield with the permit application for review-all required information. The operator may not provide service within SCCDS until such time as the city council approves the application for a permit.

(c) Initial permits must have approval from the city council to operate within the 911 system.

(d) The approving authority for purposes of enforcement of ordinances, rules and regulations relating to ambulance services participating in the SCCDS shall be the Springfield Fire Department.

(e) Permit fees shall be in accordance with the following schedule;

(1) Fee for initial permit application shall be \$ 10,000.00.

(2) The fee for annual permit renewal shall be \$1,500.00, and shall be due by December 15th of the year prior to permit year.

(Ord. No. 616-09-08, § 1(Exh. A), 9-16-08)

§ 110.602. - Permit requirements.

The application for both initial permit and annual permit shall be obtained through the City of Springfield Clerks Office. Payment of fees shall be submitted with the permit at time of application. Application will be reviewed by the Fire Chief and issue approval for permit issuance.

(a)The following minimum requirements shall be met by the operator prior to the issuance of a permit:

(1)The applicant shall provide the name and address of the applicant and the owner of the ambulance;

(2)The applicant shall provide all the names under which the applicant plans to conduct business;

(3)The Applicant shall provide records showing that its employees are properly licensed by the State of Illinois;

(4)The applicant shall provide a description of each ambulance to include:

a.Make;

b.Model;

c.Year of manufacture;

d.Motor and chassis number;

e.Current state license number;

f.Length of time ambulance has been in use;

g.Color scheme;

h.Insignia;

i.Name, monogram or other distinguishing features.

(5)The applicant shall provide the locations of any facilities which the applicant intends to use as part of its business operation;

(6)The applicant must be sponsored by an IDPH certified resource hospital located within the City of Springfield;

(7)The applicant must show proof of meeting the insurance requirements as set forth in this article;

(8)The applicant must provide copies of all licenses/certifications required by the State of Illinois to operate an ambulance service;

(9)The applicant must have sufficient equipment to provide a minimum ~~of two~~ number of ambulances in good operating condition 24 hours per day seven days per week manned to meet the minimum requirements for Paramedic/advance life support service as set forth under the E.M.S. Act and this ordinance; each ambulance choosing to participate in SCCDS must be equipped with a mobile data computer/tablet (MDC/MDT) and an automatic vehicle locator (AVL);

(10)The applicant shall provide such other operational information that may be requested by the Springfield Fire Department.

(b)Each permit shall be reviewed annually and/or earlier if requested by the Springfield Fire Chief. Permit requirements shall be submitted to the City Clerk for review of the Springfield Fire Chief by December ~~15th~~31st of each year as listed in 110.602. The suspension or revocation of the Permit shall be made in accordance with the general provisions of chapter 110.

(c)The appropriate method of dispatch for each operator holding a permit shall be in accordance with the EMS System tiered response of the closest the closest available appropriate ambulance based on the EMD System adopted by the SCCDS/PSAP.

(d)Each operator must provide copies of the certificates for all EMT personnel demonstrating that all employees are NIMS (National Incident Management System) IS100 and IS700 compliant within 90 days of their date of hire. Additionally, all advanced providers will complete ICS 200 and ICS 800 within 180 days of hire.

Each operator shall confirm compliance with applicable OSHA rules and regulations required for private employers in the State of Illinois. This will be part of the application for permit.

(Ord. No. 616-09-08, § 1(Exh. A), 9-16-08)

§ 110.603. - Operational requirements.

(a)It has been determined that SCCDS requires a minimum number of ambulances dedicated to the 911 system to meet the needs of the communitysix ambulances. The minimum number that is required 24 hours per day is 6 with that number rising to 9 during peak hours of 8:00am to 8:00pm. This number will be reviewed on an annual basis and adjusted as needed in order to meet the needs of the citizens of Springfield.

(1) The following schedule will be used to provide the number required from each operator based on the number of permits issued by the City.

Number of Licensed operators	Required ALS Units 24 hours	Required additional units during Peak hours
1	6	3
2	3	2
3 or above	2	1

Each company shall provide a minimum of two ALS ambulances to meet the mandatory total of six for SCCDS, except when on emergency calls within the City of Springfield or Sangamon County, Illinois. In the event the number of operators decreases, the remaining operators shall increase their minimum number of ALS ambulances available for response to a medical emergencyiesy.

The additional units during peak hours may be ALS, ILS or BLS transport units.

(b)ALS ambulance non-emergency standby coverage:

(1)To assure that the City of Springfield has the required number of ALS ambulances available for response to emergency calls, each company shall notify the Cehief or his designee, of the Springfield Fire Department, prior to the event, with the following information concerning any special event coverage that the company undertakes:

- a.Name of the event;
- b.Date and time of the event coverage;
- c.Number of ambulances that will be used to cover the event; and
- d.Number of ambulances available for emergency dispatch within the City of Springfield during the time of the event.

(2)In the event an operator uses all or part of their required resources during a special event, they shall also provide proof of coverage from another operator to demonstrate compliance with section 110.603(a).

(c)Miscellaneous operational requirements.

(1)All operators owning MDC/MDT'ss and AVLs are responsible for their maintenance and must inform SCCDS if a problem should occur with the unit's operational capabilities.

(2)Each ambulance shall respond at the determinant level set by emergency medical dispatch protocol as given by SCCDS.

(3)Only the ambulance dispatched to an emergency shall respond (i.e. no self dispatching).

(4)Any ambulance responding to a private call for emergency medical service, shall notify SCCDS to be placed on a ticket.

(5) Any Ambulance operator utilizing BLS Ambulances shall have an agreement with the Springfield Fire Department to provide ILS upgrade services.

(6) Any Ambulance operator utilizing BLS Ambulances shall have an agreement with the other Ambulance operators (for transport and non-transport units) who operate at the ILS/A-EMT level or higher, to provide ILS or higher upgrade service for the BLS Ambulances as needed for patient care.

(d)The NIMS command system shall be utilized at all emergency scenes. Ambulance personnel shall operate within the incident command structure and under the direction of the incident commander.

(Ord. No. 616-09-08, § 1(Exh. A), 9-16-08)

§ 110.604. - Liability insurance requirement.

(a) No permit shall be issued under this article, nor shall such permit be valid after issuance, nor shall any ambulance be allowed to participate in SCCDS, unless there is at all times in force and effect minimum insurance coverage as required by the State of Illinois for medical carriers. The City of Springfield shall be named as an additional insured.

(b) Such insurance policies shall be submitted to the approving authority for approval prior to the issuance of each permit. Satisfactory evidence that such insurance is in force and effect shall be furnished to the approving authority, in such form as he may specify, by all operators required to provide such insurance under the provisions of this article.

(c) Every insurance policy shall contain a provision for a continuing liability hereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is revoked, the insurance company will not be relieved from liability on account of nonpayment of premium, failure to renew permit at the end of the year, or any act or omission of the named insured.

(d) Every insurance policy shall extend for the period to be covered by the permit applied for and insurer shall be obliged to give not less than 60 days written notice to the approving authority and to the insured before any cancellation or termination of the policy earlier than its expiration date. The cancellation or other termination of any such policy shall automatically revoke and terminate the permit issued for the ambulances covered by such policy, unless another insurance policy complying with the provisions of this section shall be provided and be in effect.

(Ord. No. 616-09-08, § 1(Exh. A), 9-16-08)

§ 110.605. - Maintenance and contents of records.

(a) Each operator that receives a permit shall maintain accurate records for all calls received requesting ambulance service through SCCDS, or through other sources. Such records shall include the calls for service received within Springfield, the number of cancelled calls, the identification number of the ambulance, the names of the attendants responding, the response time from when the call is received by the operator until the arrival at the scene, the time of departure from the scene and arrival at a hospital or other destination, and whether or not emergency warning devices were used.

(b) The records required to be kept by each ambulance operator in subsection (a) shall be available to the Springfield Fire Department on a requested basis either in hard copy or other media.

(c) The Springfield Fire Department shall have the right to inspect, at any time during normal business hours, records the operator has maintained as specified in this article for the operation within Springfield or a fire protection district serviced by the Springfield Fire Department.

(d) Operators shall utilize plain English and EMD determinants within SCCDS.

(e) Each ambulance shall report to SCCDS, and relay the following information:

(1) Location.

(2) Out of service.

(3) Available.

(4) Enroute.

(5) Arrival.

(6) In quarters.

Ambulances ~~shall~~ may report availability thorough MDC/MDT's, with alternative methods of -by telephone, radio or computer utilized only when the MDC/MDTs are not available or waiting would be detrimental to the system.

(Ord. No. 616-09-08, § 1(Exh. A), 9-16-08)

§ 110.606. - Obedience to traffic laws; exceptions.

(a) No persons shall operate an ambulance in a manner not conforming to the provisions of the motor vehicle laws and regulations of Illinois or Springfield as such provisions apply to motor vehicles in general, except as hereinafter set forth; and, unless the person operating the ambulance shall be either responding to a bona fide emergency call or specifically directed by a licensed physician to disregard traffic laws in operating the ambulance during and for the purpose of a specific trip or journey that is involved.

(b) Subject to the provisions of subsection (a) above the driver of an ambulance may:

(1) Park or stand, irrespective of the otherwise applicable provisions of law, ordinance, or regulation;

(2) Proceeds past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation;

(3) Exceed the maximum speed limits permitted by law, ordinance, or regulation so long as he does not endanger life or property; and

(4) Disregard laws, ordinances, or regulations governing direction or movement or turning in specified directions.

(c) The exemptions herein granted shall apply only when such ambulance is making use of audible and visual signals meeting the requirements of law, ordinance, or regulation.

(d) The foregoing provisions shall not relieve the driver of an ambulance from the duty to drive with due regard for the safety of all persons, nor shall such provisions protect the driver from the consequences of reckless disregard for the safety of others.

(Ord. No. 616-09-08, § 1(Exh. A), 9-16-08)

§ 110.607. - Rates.

The rates of ambulance service shall be determined by the operator. Such rates may be changed from time to time by the operator of the ambulance service.

All existing rates shall be posted in a visible place in the office of the operator and included with initial and annual permit renewals.

(Ord. No. 616-09-08, § 1(Exh. A), 9-16-08)

§ 110.608. - Rules.

~~The Springfield Fire Department may establish such rules and regulations relating to SCCDS necessary to implement provisions of this article.~~

(Ord. No. 616-09-08, § 1(Exh. A), 9-16-08)

§ 110.609. - Penalty for violation of article.

(a) Any ~~person~~ Ambulance operator violating or failing to comply with the provisions of this article shall be fined an amount not less than \$250 or more than \$750 for each offense. Each day that any violation of, or failure to comply with this article is committed or permitted to continue shall constitute a separate and distinct offense.

(b) Any operator that is unable to maintain the daily required staffing as set forth in section 110.603 for over thirty-five (35) occurrences in a given year may have their Ambulance Permit Revoked for the following year.

(Ord. No. 616-09-08, § 1(Exh. A), 9-16-08)

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Ed CannyOFFICE REQUESTING: Fire DepartmentPHONE NUMBER: 217-788-8474EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: N/ASUGGESTED TITLE: An Ordinance to amend the 1988 City Code of Ordinances, Chapter 110.600 - 110.609 Ambulance Service to reflect the changes to the language that increase the number of ambulances required to be available for EMS System calls as well as other updates to the code.CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/ACONTRACT TERM: N/A Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: N/A
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

☒ Other: Surplus
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

Ordinance changes attached

STAFF ANALYSIS

The Springfield Fire Department has been meeting for over a year with stakeholders from the Springfield and Sangamon County medical and EMS agencies to develop a plan that provides proper EMS transport staffing levels to ensure that the citizens are properly cared for in a timely manner. The attached ordinance is agreed upon by all parties as a minimum standard that is required for Ambulance Transport for the City of Springfield. Significant change to the ordinance is that the ambulance providers will have a minimum of 3 ambulances dedicated to the system during peak hours.

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR:

Date: _____

CITY PURCHASING AGENT:

Date: _____

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

The information supplied on this form is not confidential information.

2025-209

AN ORDINANCE AUTHORIZING EXECUTION OF A SERVICE LEVEL AGREEMENT WITH BRYCER, LLC TO PROVIDE THIRD PARTY REPORTING SERVICES TO ACT AS FILE SAFETY'S THIRD PARTY FOR TRACKING AND GATHERING OF REQUIRED INSPECTION DOCUMENTATION FOR THE SPRINGFIELD FIRE DEPARTMENT

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

WHEREAS, the Springfield Fire Department desires to enter into a contract for all fire inspection reports submitted for better tracking and gathering required inspection documentation; and

WHEREAS, the City Purchasing Agent has made a determination that this service is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.42 regarding Competitive Sealed Proposals; and

WHEREAS, the Springfield Fire Department believes it is in the best interest of the City to accept this proposal from Brycer, LLC to provide third party reporting services; and

WHEREAS, copies of the proposals to execute this service level agreement shall be located in the Office of the City Clerk; and

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

Section 1: That the City Council hereby accepts and authorizes execution of this service level agreement to provide third party reporting services to the Springfield Fire Department. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

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

PASSED: _____, 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



SPRINGFIELD FIRE DEPARTMENT

825 EAST CAPITOL

SPRINGFIELD, IL 62701

Phone: 788-8474 Fax: 788-8442

Proposal to Implement Third-Party Compliance Tracking for Fire Safety Systems

Background:

The Fire Safety Division has long considered utilizing a third-party compliance company to assist in tracking and enforcing inspection requirements for building safety systems. With the steady increase in responsibilities — including fire investigations, public education initiatives, permit plan reviews, and building inspection programs — our limited personnel are no longer able to adequately manage and monitor compliance of all building alarm and fire safety systems.

This has led to a troubling trend: many building owners and operators are failing to maintain or inspect their life safety systems as required by code. The root cause is not a lack of intent, but rather our limited capacity to provide consistent oversight and enforcement.

Proposed Solution:

We have identified a third-party company, **Brycer**, which operates a platform called **The Compliance Engine**. **Brycer** specializes in automating the notification and tracking of required inspections for life safety systems, and has a proven track record of improving code compliance in communities across the country. Over 134 municipalities in Illinois are already using **Brycer's Compliance Engine** for assistance in gaining a handle on compliance of commercial building systems. Those near us utilizing **Brycer** include Peoria, Urbana, Moline, and Rockford. Decatur, Champaign, Bloomington and Normal are all currently considering this as well.

Current Building and Fire Code requires business owners to submit fire and life safety inspections to the fire department in the manner specified by the department. Currently we do not have a mechanism for that to occur. Brycer would provide a channel for submission of required documents as well as an avenue to track compliance. Additionally, the system allows for easy access to view existing a past system inspection details.

Key Functions Provided by Brycer:

- Notifies building and business owners of inspection and testing requirements per applicable codes.
- Tracks inspection and testing submissions to ensure systems remain in compliance.
- Provides the Fire Safety Division with real-time alerts on non-compliant systems for timely follow-up.
- Ensures inspections are conducted regularly, reducing risks to life and property.

- Operates at **no cost to the City**. A nominal fee is charged directly to the contractors submitting inspection data.

Current Challenges:

- The City has an estimated **6,000 commercial buildings**, including multi-family apartment style residences and industrial properties — all with potential hazards regulated by state and international building and fire codes.
- Due to limited staff and the amount of time an inspection requires (inspection, re inspection, follow up and administrative court), we are only able to inspect **a portion of these buildings annually**.
- Our office currently learns about violations through:
 - Routine inspections,
 - Operations Division responses,
 - Community safety concerns,
 - Contractor reports,
 - Coordination with Building and Zoning.

Example of Risk: During the recent fire on Adams Street, SFD personnel attempted to use the 5th floor standpipe system, only to find it had **no water pressure** — a direct result of the system not being properly tested or maintained. This failure endangered both occupants and responding personnel. With Brycer’s system in place, such an issue potentially would have been flagged in advance.

Why Brycer? We have consulted with several jurisdictions within Illinois and nationwide that use Brycer. The feedback has been overwhelmingly positive — cities report higher compliance rates, safer buildings, and improved operational efficiency for their fire departments.

Conclusion: Implementing The Compliance Engine will fill a critical gap in our enforcement and monitoring efforts, without adding financial burden to the City. It will ensure our commercial buildings are safer for residents, business owners, patrons and emergency personnel alike.

We recommend proceeding with **Brycer** to support the Fire Safety Division’s mission of protecting life and property in our community.



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

MEMORANDUM

TO: Office of Public Utilities, Water Distribution
Springfield Fire Department

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: April 14, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheets to Brycer, LLC for professional services for third party reporting services for fire safety and water distribution tracking for the City of Springfield.

Based on the information provided, I have determined that this vendor possesses a high degree of professional skill, software 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: 1/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

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

PHONE NUMBER: x-2626

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

CONTRACTOR / VENDOR NAME: Brycer, L.P. VENDOR NO: VC0000008594

CONTRACT TERM: 3 yrs. Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: <u>0.00</u>		-	-
	(Original amount if change order)	<u>Change Order #</u>	<u>Additional Amount</u>

Previous Ord #'s n/a

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

☐ Other: _____
☒ Exception: PS
 Code Provision: 38.42

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	-	-	-	-	0.00
2					
3					
4					

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

Brycer Compliance Engine Contract

An Ordinance authorizing execution of a professional service agreement with Brycer, LLC to provide third party reporting services to track CWLP water customers backflow devices, testing requirements and reports for the Department of Public Utilities – Water Division. (No cost to City/CWLP - fees collected from third party inspectors.)

Doug
Brown

Digitally signed by
Doug Brown
Date: 2025.04.14
07:57:44 -05'00'

Date: MA

DIRECTOR / SUPERVISOR:

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF: _____

(Mayor's Signature)

Ramona Metzger

(Director of OBM)

The information supplied on this form is not confidential information

2025-210

ORDINANCE REQUEST FORM

PAGE 1 OF 1

No. _____

ORIGINATOR: Mike Johnson
 DIVISION HEAD: Todd LaFountain
 CONTRACT NO: N/A

DATE: 2/21/2025

TITLE:

An Ordinance authorizing execution of a service level agreement with Brycer, LLC to provide third party reporting services to track CWLP water customers backflow devices, testing requirements and reports for the Department of Public Utilities – Water Division.

VENDOR NO: N/A VENDOR NAME: Brycer, LLC AMOUNT: \$ 0.00

DESCRIPTION AND

(IF MORE THAN ONE, USE ATTACHED SHEETS AND NOTE AT TOP OF PAGE)

COMMENTS:

Community public water supplies are required by State regulations to maintain active cross-connection control programs to protect the safety of water customers. The community water supply must maintain records of all backflow preventers that require annual testing under 77 Ill. Adm. Code 890 and identified subsections (b)(2) and (b)(3). This includes testable devices on fire sprinkler systems, irrigation systems and others. This third party solution will increase efficiencies with our current program, collaborate with the Springfield Fire Department efforts to track these devices on fire sprinkler systems and streamline the reporting to one uniform electronic system across City Departments without duplicating efforts. Cross-connection control device inspectors (CCCDI) will pay a fee to Brycer, LLC for uploading an inspection report into "The Compliance Engine" system.

BID PERIOD: N/A

METHOD OF PURCHASE: (CIRCLE ONE)

ORDINANCE TOTAL: \$0

LOW BID

RECOMMENDED FILING DATE:

LOW EVALUATED BID

MATERIAL TOTAL: \$0OTHER: Proposal

LABOR TOTAL: _____

PURCHASING AGENT APPROVAL REQUIRED YES _____ NO _____

ENGINEER EST: \$0

EXCEPTION COMMENTS	P.A. SIGNATURE
CITY PURCHASING AGENT	DATE
FUNDS CHECKED BY	P.O. APPROVED BY
SUPERVISOR SIGNATURE	
SIGNATURE BY:	DIRECTOR OR DESIGNEE

	FUND	AGCY	ORGAN	ACTIVITY	OBJECT
1.					
2.					
3.					
4.					

*There is to go
 whenever - SPD jobs
 then and Reg forms
 to Legal.*

ENTRY: _____ BUDGET: _____ PURCHASING: _____ ORDINANCE CORD

COMPTROLLER: _____

BRYCER, L.P.
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

January 29th, 2025

City of Springfield
Office of Public Utilities
800 Eat Monroe
Springfield, IL 62701

Re: "The Compliance Engine"

Dear City of Springfield:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, L.P. ("Brycer") will provide you City of Springfield ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing _____ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect \$17.00 due and payable by third party inspectors in connection with activities relating to the Solution. Fee' are subject to change upon mutual agreement between Client and Brycer.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- **Availability**. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level**. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup**. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and

attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all building addresses within [City of Springfield] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports.*** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

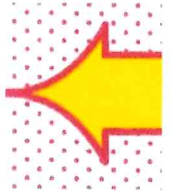
Brycer, L.P.

By: _____
Its: _____

Acknowledged and Agreed to this
____ day of _____, 20____:

[City of Springfield]

By: _____
Its: _____



Mike - will try to get signature
fr. Brycer

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, L.P. and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES. BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

Carlisle, Michelle

From: Johnson, Michael T.
Sent: Friday, April 11, 2025 11:43 AM
To: Taylor, Todd (Fire Department); LaFountain, Todd; Canny, Edward
Cc: Carlisle, Michelle
Subject: RE: Brycer Ordinance information

Todd,

Everything looks good. We will go ahead and submit our ordinance paperwork separately, but flag it so they both go on 1st reading at the same time. Does that work on your end?

MIKE JOHNSON, PE
GENERAL SUPERINTENDENT
WATER DISTRIBUTION & ENGINEERING
CWLP WATER DEPARTMENT
(217) 789-2323 x1617

From: Taylor, Todd (Fire Department) <Todd.Taylor2@springfield.il.us>
Sent: Thursday, April 10, 2025 1:11 PM
To: Johnson, Michael T. <Michael.Johnson@cwlp.com>; LaFountain, Todd <Todd.LaFountain@cwlp.com>; Canny, Edward <Edward.Canny@springfield.il.us>
Subject: Brycer Ordinance information

Good afternoon,

I have attached both of our Ordinance Fact sheets and our summary information pages. Please review and let me know what you all think. Once approved by all of us, I will have Alivia get it turned in.

Thank you,

Todd Taylor

Division Chief/Fire Marshal
Fire Safety Division
Springfield Fire Department

From: Johnson, Michael T. <Michael.Johnson@cwlp.com>
Sent: Thursday, April 10, 2025 11:10 AM
To: Taylor, Todd (Fire Department) <Todd.Taylor2@springfield.il.us>
Subject: RE: Brycer

Thanks Todd,

If Todd LaFountain and I could take a look at it before it gets sent it would be appreciated.

MIKE JOHNSON, PE
GENERAL SUPERINTENDENT
WATER DISTRIBUTION & ENGINEERING
CWLP WATER DEPARTMENT
(217) 789-2323 x1617

From: Taylor, Todd (Fire Department) <Todd.Taylor2@springfield.il.us>
Sent: Thursday, April 10, 2025 11:08 AM
To: Johnson, Michael T. <Michael.Johnson@cwlp.com>
Subject: RE: Brycer

Good morning Mike,

Ed and I are going over our final proposal, and it will all be sent over by the end of business today for the council.

Todd

From: Johnson, Michael T. <Michael.Johnson@cwlp.com>
Sent: Thursday, April 10, 2025 8:04 AM
To: Taylor, Todd (Fire Department) <Todd.Taylor2@springfield.il.us>
Cc: LaFountain, Todd <Todd.LaFountain@cwlp.com>; Canny, Edward <Edward.Canny@springfield.il.us>
Subject: RE: Brycer

Todd,
Any updates on this ordinance paperwork. Thanks

MIKE JOHNSON, PE
GENERAL SUPERINTENDENT
WATER DISTRIBUTION & ENGINEERING
CWLP WATER DEPARTMENT
(217) 789-2323 x1617

From: Johnson, Michael T.
Sent: Thursday, March 27, 2025 7:37 AM
To: Taylor, Todd (Fire Department) <Todd.Taylor2@springfield.il.us>
Cc: LaFountain, Todd <Todd.LaFountain@cwlp.com>; Canny, Edward <Edward.Canny@springfield.il.us>
Subject: RE: Brycer

Todd,
Here is a final draft of that memo. Let us know if you need anything else.

MIKE JOHNSON, PE
GENERAL SUPERINTENDENT
WATER DISTRIBUTION & ENGINEERING
CWLP WATER DEPARTMENT
(217) 789-2323 x1617

From: Johnson, Michael T.
Sent: Monday, March 24, 2025 9:35 AM
To: Taylor, Todd (Fire Department) <Todd.Taylor2@springfield.il.us>
Subject: RE: Brycer

Todd,
Todd LaFountain will be back in the office tomorrow. I want him to look at this first, but here is what I put together last week.

MIKE JOHNSON, PE
GENERAL SUPERINTENDENT
WATER DISTRIBUTION & ENGINEERING
CWLP WATER DEPARTMENT

(217) 789-2323 x1617

From: Johnson, Michael T.
Sent: Wednesday, March 19, 2025 1:39 PM
To: Taylor, Todd (Fire Department) <Todd.Taylor2@springfield.il.us>
Subject: RE: Brycer

Todd,
Sounds good. I will draft something up.

MIKE JOHNSON, PE
GENERAL SUPERINTENDENT
WATER DISTRIBUTION & ENGINEERING
CWLP WATER DEPARTMENT
(217) 789-2323 x1617

From: Taylor, Todd (Fire Department) <Todd.Taylor2@springfield.il.us>
Sent: Wednesday, March 19, 2025 1:18 PM
To: Johnson, Michael T. <Michael.Johnson@cwlp.com>
Subject: Brycer

Good afternoon Mike,

I have been working with Ed Canny on getting the Brycer ordinance info together and have gotten our Ordinance proposal completed. In speaking with Todd, he has suggested that we put together some sort of informational page to educate the Council members on why we want this. There is some concern that some of them may be hesitant to move this forward as it will cost some of their constituents money. I will work on putting something together for our side. If you are interested in doing a brief summary that explains why you want this process and what the benefit is for the city, I will be happy to merge it all into one document for Tim Griffin to pass along to the Council members.

Todd Taylor

Division Chief/Fire Marshal
Fire Safety Division
Springfield Fire Department



Rm 315, 300 S. 7th St.
Springfield IL 62701
Office: (217) 789-2170 ext. 4536
Cell: (217) 303-3115
Fax: (217) 789-2305
Email: todd.taylor2@springfield.il.us

UPDATED CODES

The City of Springfield has updated to newer code cycles with an implementation date of June 01, 2023. These updates include 2018; IBC, IRC, IEBC, IFC, IMC, IFGC, IMPC, 2017 NEC AND 2015 NFPA 101. Please visit our municode for comprehensive changes at: https://library.municode.com/il/springfield/codes/code_of_ordinances?nodeId=TITXVIIIBURE_CH170BUCO_ARTIBUCO

CONFIDENTIALITY STATEMENT

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."



City Water, Light & Power

City of Springfield, Illinois
Water Engineering, Stores & Distribution
401 North 11th Street
Springfield, IL 62702

TO: Todd LaFountain
FROM: Mike Johnson
RE: Brycer Cross-Connection Control Program – Third
Party Management Solution Recommendation
DATE: March 20, 2025

The City of Springfield is a municipally owned community water supply that provides water service to a population of nearly 150,000 people in and around Springfield. The Division's primary mission is to ensure that all utility customers will have a safe and plentiful water supply in both the immediate and long-term future. To assure that mission is met, CWLP operates a 24-hour laboratory where chemists and plant operators consistently and continually check drinking water quality leaving the plant as well as out in the distribution system. CWLP also maintains a State regulated cross-connection control program to protect the safety of water customers from potential contaminants entering the drinking water distribution system from outside sources.

Cross-connection control backflow devices are designed to prevent contaminants from traveling from the non-potable source to the potable public drinking supply via back siphonage and back pressure events. These devices are required to be installed on residential and commercial lawn sprinkler systems, fire suppression systems, large boilers, medical equipment, chemical processing equipment and others per Illinois Department of Public Health requirements. These devices are designed to only allow water to flow in one direction, but they are mechanical devices that need to be tested and inspected annually for compliance per State requirements.

These backflow prevention devices are currently inventoried on the CWLP customer information system (C.I.S.). Annual inspection tests for these devices are submitted to our office via mail, fax and/or email for manual entry and manual tracking. Annual reminders and notification are sent via mail to all customers who have an active backflow device on their account. Currently we have over 5,000 active devices across the City of Springfield that we inventory and track for compliance. In addition to CWLP's desire for a more efficient approach to managing its backflow prevention program, the Springfield Fire Department is looking for an improved approach to tracking fire sprinkler systems for fire safety compliance. The Brycer third party solution can effectively and efficiently address both Department's needs.

The current C.I.S. system is designed for billing and service order tracking, but is less than ideal for managing a cross connection control program. This system still requires manual entry of all devices and test results. In the spring we may receive thousands of inspection forms all at the

same time. It takes months to get them loaded into the current system. Therefore, tracking for compliance is delayed. C.I.S. does not have the functionality to automatically generate reports to identify devices that are not in compliance. Currently this manual process involves looking at each account individually.

The Brycer third party solution would increase efficiencies with our current program, collaborate with the Springfield Fire Department efforts to track these devices on fire sprinkler systems and streamline the reporting to one uniform electronic system across City Departments without duplicating efforts. Implementation of the Brycer solution would result in reports automatically uploaded into the compliance engine system by certified inspectors in real time. Inspectors would no longer need to deliver or mail paper copies to CWLP's office. Inspectors would pay a fee directly to Brycer for uploading these inspections and there would be no amount invoiced to the City. Brycer would send out notices to customers when inspections are required, when they are overdo and when they are not in compliance. Automated phone calls would be made as well by this third party solution. CWLP would have access to a dashboard to immediately identify backflow prevention devices that need tested and to determine if potential water quality hazards exist.

Community public water supplies are required by State regulations to maintain active cross-connection control programs to protect the safety of water customers. The community water supply must maintain records of all backflow preventers that require annual testing under 77 Ill. Adm. Code 890 and identified subsections (b)(2) and (b)(3). This third party solution would move our current manual entry program to a real time streamlined solution that will benefit our customers, inspectors and the City as a whole.



SPRINGFIELD FIRE DEPARTMENT

825 EAST CAPITOL

SPRINGFIELD, IL 62701

Phone: 788-8474 Fax: 788-8442

Proposal to Implement Third-Party Compliance Tracking for Fire Safety Systems

Background:

The Fire Safety Division has long considered utilizing a third-party compliance company to assist in tracking and enforcing inspection requirements for building safety systems. With the steady increase in responsibilities — including fire investigations, public education initiatives, permit plan reviews, and building inspection programs — our limited personnel are no longer able to adequately manage and monitor compliance of all building alarm and fire safety systems.

This has led to a troubling trend: many building owners and operators are failing to maintain or inspect their life safety systems as required by code. The root cause is not a lack of intent, but rather our limited capacity to provide consistent oversight and enforcement.

Proposed Solution:

We have identified a third-party company, **Brycer**, which operates a platform called **The Compliance Engine**. **Brycer** specializes in automating the notification and tracking of required inspections for life safety systems, and has a proven track record of improving code compliance in communities across the country. Over 134 municipalities in Illinois are already using **Brycer's Compliance Engine** for assistance in gaining a handle on compliance of commercial building systems. Those near us utilizing **Brycer** include Peoria, Urbana, Moline, and Rockford. Decatur, Champaign, Bloomington and Normal are all currently considering this as well.

Current Building and Fire Code requires business owners to submit fire and life safety inspections to the fire department in the manner specified by the department. Currently we do not have a mechanism for that to occur. **Brycer** would provide a channel for submission of required documents as well as an avenue to track compliance. Additionally, the system allows for easy access to view existing a past system inspection details.

Key Functions Provided by Brycer:

- Notifies building and business owners of inspection and testing requirements per applicable codes.
- Tracks inspection and testing submissions to ensure systems remain in compliance.
- Provides the Fire Safety Division with real-time alerts on non-compliant systems for timely follow-up.
- Ensures inspections are conducted regularly, reducing risks to life and property.

- Operates at **no cost to the City**. A nominal fee is charged directly to the contractors submitting inspection data.

Current Challenges:

- The City has an estimated **6,000 commercial buildings**, including multi-family apartment style residences and industrial properties — all with potential hazards regulated by state and international building and fire codes.
- Due to limited staff and the amount of time an inspection requires (inspection, re inspection, follow up and administrative court), we are only able to inspect **a portion of these buildings annually**.
- Our office currently learns about violations through:
 - Routine inspections,
 - Operations Division responses,
 - Community safety concerns,
 - Contractor reports,
 - Coordination with Building and Zoning.

Example of Risk: During the recent fire on Adams Street, SFD personnel attempted to use the 5th floor standpipe system, only to find it had **no water pressure** — a direct result of the system not being properly tested or maintained. This failure endangered both occupants and responding personnel. With Brycer's system in place, such an issue potentially would have been flagged in advance.

Why Brycer? We have consulted with several jurisdictions within Illinois and nationwide that use Brycer. The feedback has been overwhelmingly positive — cities report higher compliance rates, safer buildings, and improved operational efficiency for their fire departments.

Conclusion: Implementing The Compliance Engine will fill a critical gap in our enforcement and monitoring efforts, without adding financial burden to the City. It will ensure our commercial buildings are safer for residents, business owners, patrons and emergency personnel alike.

We recommend proceeding with **Brycer** to support the Fire Safety Division's mission of protecting life and property in our community.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Fire Department

CONTACT PERSON: Alivia Carrigan

PHONE NUMBER: 217-788-8473

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

FISCAL IMPACT: 0.00

SUGGESTED TITLE: An Ordinance authorizing execution of a service level agreement with Brycer, LLC to provide third party reporting services to act as Fire Safety's third party reporting administrator for tracking and gathering of required fire safety inspection documentation.

CONTRACTOR / VENDOR NAME: Brycer, LLC

VENDOR NO: VC0000008594

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: 0.00
(Original amount if change order)

Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- ☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
- ☒ Other: Proposal
☐ 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	108				
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.)

Brycer Compliance Engine Contract, Executive Summary

STAFF ANALYSIS

This third party solution will increase efficiencies with our current program. In collaboration, CWLP Water Department will simultaneously move to this third party reporting for their reports.

The International Fire Code requires that all fire inspection reports are submitted to the AHJ, the Springfield Fire Department - Fire Safety Division, in a manner specified by the AHJ. In an effort to streamline the process and ensure all reports are being submitted, the SFD feels it is in the best interest to contract with Brycer Compliance Engine, a third party reporting system. This will allow for better tracking and for a unified process for all fire service contractors. Many local contractors are already submitting their reports to this third party for inspections done in other municipalities. This will allow familiarity for those contractors.

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR: Canny, Edward

Digitally signed by Canny, Edward
Date: 2025.04.21 12:50:48 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2025.04.14 10:34:05 -05'00'

Date: _____

SIGN OFF:



(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2025.04.21 13:05:43 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-210

AN ORDINANCE ACCEPTING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT PURSUANT TO RFP FD25-53 WITH STRYKER SALES, LLC FOR AN 8-YEAR AGREEMENT FOR THE LEASE OF (23) LIFEPAK-35 CARDIAC MONITOR/DEFIBRILLATORS FOR AN AMOUNT NOT TO EXCEED \$215,241.64 FOR THE SPRINGFIELD FIRE DEPARTMENT

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

WHEREAS, the Springfield Fire Department sought proposals for lease-to own equipment through Stryker Sales, LLC medical division that includes maintenance, data collection, and analytic software; and

WHEREAS, Stryker Sales, LLC submitted the lowest responsible bid under proposal RFP FD25-53 to provide (23) LifePak-35 cardiac monitor/defibrillators in an amount not to exceed \$215,241.64; and

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

WHEREAS, it is in the best interest of the City of Springfield to enter into an agreement with Stryker Sales, LLC; and

WHEREAS, a copy of RFP FD25-53 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 RFP FD25-53 with Stryker Sales, LLC to provide lease-to-own equipment for (23) LifePak-35 cardiac monitors/defibrillators that includes service maintenance, data collection, and analytic software, in an amount not to exceed \$215,241.64. The Mayor and City Clerk are authorized to execute the agreement and any other documents necessary on behalf of the City of Springfield.

Section 2: That the Springfield Fire Department is hereby authorized to pay Stryker Sales, LLC (VC*6969) an amount not to exceed \$215,241.64 from account number 001-108-FIRE-FOPR-1504.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

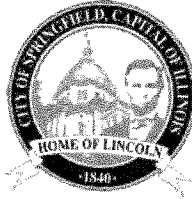
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Ed Canny
Springfield Fire Department

FROM: Mike Lesko, Purchasing Agent 

DATE: April 14, 2025

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# FD25-53 Cardiac Monitors and recommended award to Stryker Sales, LLC for the Springfield Fire Department.

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

2025-211



SPRINGFIELD FIRE DEPARTMENT

825 EAST CAPITOL

SPRINGFIELD, IL 62701

Phone: 788-8474 Fax: 788-8442

TO: Mike Lesko

FROM: Bryce McCormick

RE: RFP FD25-53 Cardiac Monitor/Defibrillators

DATE: April 11, 2025

Proposals were received on February 2, 2025, for the purchase or lease of new cardiac monitor/defibrillators for the Springfield Fire Department. Included, you will find our evaluation of the proposals and recommendation for purchase/lease.

Two proposals were received and evaluated from the manufacturers of cardiac monitors/defibrillators. After reviewing each for compliance with specifications, service contracts, data collection software, brand familiarity, and affordability, the Springfield Fire Department recommends the eight-year lease of Stryker LifePak-35 cardiac monitors/defibrillators. The option to lease the equipment provides for on-site annual maintenance and the provision of replacement monitors in the event of a catastrophic failure or internal defect beyond the traditional warranty period, allows for the payment of the devices over multiple fiscal years, and at the end of the lease period, the Springfield Fire Department owns the devices. Of the two proposals, Stryker offered an 8-year lease that would cost \$215,241.64 per year, and does not increase over the lease period.

In addition to the cost, the Department evaluated the following criteria for each proposal:

- a. Compliance with proposal specifications and requirements;
- b. Enhanced capabilities of the device over the minimum proposal specifications and requirements;
- c. Recommendation of Springfield Fire Department EMS Committee;
- d. Capability of the bidder to provide onsite training and maintenance;
- e. Timeframe for delivery and in-service training.

Not only did the Stryker LifePak-35 have the most competitive price, it also ranked the highest in the above evaluation criteria. The touch screen user interface, ability to capture expanded ECG rhythms, including 15-Lead ECGs, and ability to gather data to help guide training were all contributing factors in this ranking. Also of note is that the LifePak-35 is currently being used by several of the Springfield Fire Department's comparable, including the Peoria, Bloomington, and Joliet Fire Departments.

Please call if there are any questions.

SCORING SHEET FOR
SPRINGFIELD FIRE DEPARTMENT
PORTABLE CARDIAC MONITOR/DEFIBRILLATORS

SCORING SPECIFICATIONS

The following will be utilized to assist the Springfield Fire Department (SFD) in scoring Requests For Proposals for the lease of portable cardiac monitor/defibrillator units. The City of Springfield retains the right to reject any and all bids and will not be held to the final price or scoring sheet alone when making a final determination on the award of a Contract.

Scoring Item	Score (Range 0-3) Stryker LP 35	Score (Range 0-3) Zoll X-Series	Comments
FDA Approved Unit	3	3	
Meets all of the Detailed Specifications found in the RFP without exception	3	3	
All accessories outlined in the RFP can be provided without exception	3	3	
Capabilities of the unit above that of the minimums outlined in the RFP (includes data collection software that is included, additional features, or user interfaces)	3	2	Data collection software is included with both units, however, LP-35 requires no specialized multi-function electrodes for data collection and the touch screen is highlighted by EMS Committee as a positive on the LP-35.
User Experience (Recommended Score for SFD EMS Committee)	3	2	LP 35 was listed as the preferred monitor that can be purchased to date.
Cost Effectiveness (Total bid price, warranty, and	3	1	LP-35: \$215,241.64/year for 8 years X-Series with upgrade: \$375,243/year for 5

2025-211

service contracts, lease options)			years
Vendor Experience and Qualifications (Vendor references and past experiences)	2	3	Zoll's sales representative offers the highest level of customer service and has extensive experience working with him over the past several years. No significant purchase history with Stryker.
Training and Support (In-service and continuing training, location of local representative, and technical support)	3	3	Stryker local representative lives in Springfield. Training, support, and maintenance done on-site for both units.
Delivery Timeline	3	3	Weeks to delivery and in-person training on all aspects of purchase.
Total	26	23	Recommendation to Purchase Stryker LP-35

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Fire Department

CONTACT PERSON: Alivia Carrigan

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain _____ attached document

PHONE NUMBER: 217-788-8474



FISCAL IMPACT: \$215,241.64 OFFICE OF BUDGET AND MANAGEMENT

SUGGESTED TITLE: An ordinance accepting and authorizing a lease agreement from RFP FD25-53 with Stryker Medical for an 8-year agreement for the lease of 23 cardiac monitor/defibrillators at a cost of \$215,241.64 each year for the Springfield Fire Department.

CONTRACTOR / VENDOR NAME: Stryker Sales, LLC

VENDOR NO: VC0000006969

CONTRACT TERM: 8-Years (2025-2032) Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$215,241.64
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒

Is Purchasing Agent approval attached? No ☐ Yes ☒

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	FOPR	1504
2					
3					
4					

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

RPF Contract Book, Recommendation Memorandum

STAFF ANALYSIS

This ordinance awards RFP FD25-53, a 8-year lease agreement with Stryker Sales, LLC through its Medical Division, for the lease of 23 LifePak-35 cardiac monitor/defibrillators, with the Springfield Fire Department retaining ownership at the end of the lease term. The LifePak 35 was evaluated as the best overall proposal response as well as the lowest cost for the lease term. Over the course of the lease agreement, maintenance for the monitor/defibrillators is included, as well as data collection and analytic software. This agreement has a consistent cost for each year and will impact the following Fiscal Years: FY26 - FY33 \$215,241.64.

FUNDS CHECK BY: Wingerter, Justin G. Digitally signed by Wingerter, Justin G.
DN: cn=Wingerter, o=City of Springfield, ou=City of Springfield, email=Justin.Wingerter@springfield.il.us
Date: 2025.04.11 12:14:10 -05'00'

Date: 4/11/25

DIRECTOR / SUPERVISOR: Canny, Edward Digitally signed by Canny, Edward
Date: 2025.04.09 12:06:57 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2025.04.14 08:29:18 -05'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

Metzger, Ramona M. Digitally signed by Metzger, Ramona M.
Date: 2025.04.14 09:11:51 -05'00'

(Director of OBM)

2025-211

The information supplied on this form is not confidential information.

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

AN ORDINANCE AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICE CONTRACT IN AN AMOUNT NOT TO EXCEED \$28,400.00 WITH FAST FORWARD LIBRARIES, LLC FOR THE DEVELOPMENT OF A THREE TO FIVE YEAR STRATEGIC PLAN FOR THE LINCOLN LIBRARY

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 proposal provided to the Lincoln Library is for strategic planning and facilitating a process that will focus on maximizing community and stakeholder input; and

WHEREAS, the Lincoln Library desires to partner with Fast Forward Libraries, LLC to help strategize a plan with comprehensive results, using a fresh streamlined process; and

WHEREAS, Fast Forward Libraries, LLC is willing and able to provide these services in an amount not to exceed \$28,400.00; and

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

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

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

Section 1: That the City Council hereby authorizes the execution of a professional service contract with and payment in an amount not to exceed \$28,400.00 to Fast Forward Libraries, LLC. The Mayor and City Clerk are authorized to execute this contract on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$28,400.00 to Fast Forward Libraries, LLC from account number 003-116-LIBR-LIBR-1218 in accordance with the contract.

Section 3: 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



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

MEMORANDUM

TO: Jeff Blazis

FROM: Anthony Quinones – Central Purchasing

DATE: April 14, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet to Amanda E. Standerfer dba Fast Forward Libraries LLC for the development of a three to five year strategic plan in an amount not to exceed \$28,400.00 for the Lincoln Library.

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.

2025-212

STRATEGIC PLANNING PROPOSAL

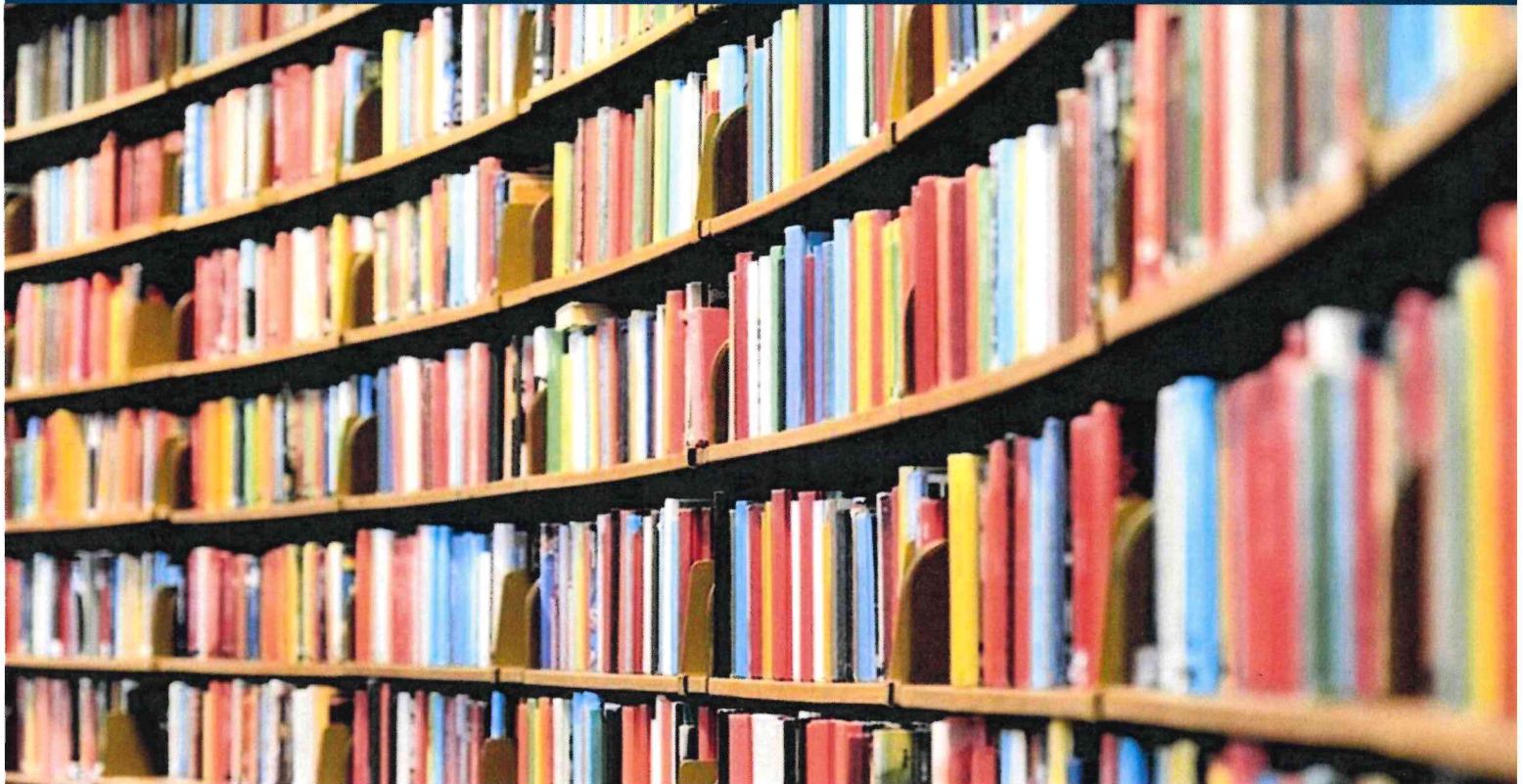
October 2024

For:

Lincoln Library
Springfield, IL

Submitted by:

Fast Forward Libraries LLC
1203 W. John Street
Champaign, IL 61821
fastforwardlibraries.com



FAST FORWARD
LIBRARIES



2025-212

Table of Contents

Cover Letter	3
Approach.....	4
Summary of Deliverables	6
Key Personnel – Qualifications and Experience.....	8
Work Plan.....	10
Phase I: LEARN	10
Phase II: DREAM.....	12
Phase III: DO.....	13
Exclusions or Exceptions	13
Timeline and Budget.....	14
References	18
Client List.....	19

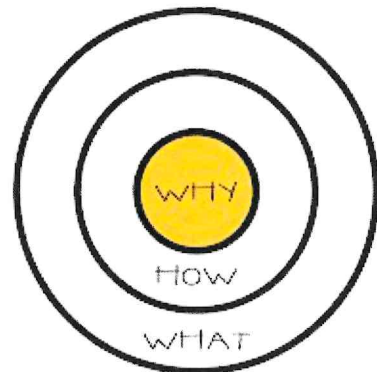


Cover Letter

I am pleased to submit this proposal to Lincoln Library for strategic planning process facilitation and consulting. I am the founder and lead consultant for [Fast Forward Libraries LLC](#), a small consulting group specializing in assisting libraries and nonprofits. Over the past 22 years we've provided focused, flexible planning processes to our clients to increase their performance and impact. Besides strategic planning, we assist organizations with fundraising and development planning, capacity building and organizational development, staff training and team building, data collection and analysis, as well as grant writing.

This proposal details a grounded research planning process that will result in a focused, actionable three- to five-year strategic plan for Lincoln Library. The Fast Forward Libraries team has extensive experience working with public libraries and strives to be a neutral process facilitator and partner to maximize community and stakeholder input, reflection, learning, and plan operationalization so the resulting strategic plan is compelling, responsive, and focused. We are steeped in organizational development methods and group dynamics, both essential elements of the strategic planning process. We specialize in processes leading to a graphical one-page strategic plan, which is vital for community and stakeholder communication and a visual reminder of the strategic direction during the life of the plan.

The one-page graphic is supported by an annual activity plan informed by the strategic directions, mission, and vision which guides the day-to-day management of the strategic plan. Using [Simon Sinek's "Golden Circle"](#) (Why? How? What?) model and PLA's ["Strategic Planning for Public Libraries"](#) by Joy L. Fuller¹ as a framework for the process, stakeholders at all levels find connection and purpose in the plan which makes success achievable.



Each process we facilitate is customized to achieve shared goals. Helping libraries develop their strengths and become learning organizations is our passion because libraries are the anchor of democracy in our society. It is essential that libraries evolve to respond to community needs in holistic ways that honor the complexities of our time. Adopting the practices of a learning organization during the planning process will equip Lincoln Library to be a flexible, nimble, and vital institution for decades to come.

It's exciting that Lincoln Library is engaging in strategic planning and considering library impact in the community. Strategic planning is a crucial development activity and will positively impact Lincoln Library for years to come. I think you will find that our proposal closely aligns with your needs. Please do not hesitate to email or call with any questions. I look forward to hearing from you!

Amanda E. Standerfer
Founder & Lead Consultant
Fast Forward Libraries LLC
amanda@standerferconsulting.com
(217) 821-2880

¹ Our client [Indian Trails Public Library District](#) in Wheeling, Illinois is heavily featured in this publication.



Approach

Lincoln Library seeks to engage in a collaborative, participatory planning process that will result in a comprehensive three- to five-year strategic plan for the library. After the uncertainty of the last several years, it's a good time to celebrate success, assess what's working, deepen community connections, and set a course for the next three plus years. Using a fresh, streamlined strategic planning process, Lincoln Library can consider what opportunities exist and how to evolve to increase impact in the community and broaden partnerships, especially focusing on reaching underserved populations through an appreciative inquiry and grounded research approach. To that end, this proposed learning-focused strategic planning process will address existing conditions and present a vision for the future — resulting in a clear, adaptive, and evergreen plan that is grounded in the library's strengths to streamline decision-making and focus on impact.

In our approach, we use:

- [Systems thinking](#) - considering individual aspects of the library, how they interrelate, and what this means for overall dynamics and potential levers for change.
- [Design thinking](#) - putting humans as the core of the library's work.
- [Diversity, equity, and inclusion](#) - DEI is a critical foundational lens that is applied throughout the process to ensure inclusion and representation.

The strategic planning process is organized into three phases: Learn, Dream, and Do.

LEARN

Core to the planning process is learning. Learning requires research, information gathering, dialogue, and analysis. Considerable time is dedicated to learning during this process to help participants deeply connect with all things Lincoln Library. Our role as process facilitators is to direct learning activities and to serve as a neutral guide during the process.

Internal Learning

Board and staff members will complete a Library Strategic Capacity Assessment to:

1. Determine environmental factors outside the library that need to be considered while engaging in the strategic planning process,
2. Identify core operational priorities and gaps,
3. Surface strategic opportunities for further consideration, and
4. Provide feedback about workplace culture and team dynamics.

Feedback from this online tool helps determine topics for further discussion later in the planning process, and the resulting report informs a Leadership Team Retreat to begin to consider strategic plan implementation as a critical element of the planning process and not a separate process that only starts once the plan is developed.

In addition, we will review library data trends to look for trends and opportunities for growth.

External Learning

Community input (qualitative and quantitative) will be gathered in multiple ways with exact methodology determined with Lincoln Library's specific needs. We will engage in a community needs assessment process using focus groups and interviews to gain a broad view of what's on the minds of community members representing various stakeholders and groups, *especially focusing on non-users*. Focus groups will be offered both virtually and in-person. At the same time, we will conduct a



community survey to get broad community input about library strengths and impact. We will look for strengths and connections to help Board and staff consider Lincoln Library's role in new ways. In addition, we will create a community profile using United States Census data comparisons to look for opportunities for deeper engagement within the community.

We'll summarize external learning data with findings in an extensive Learning Report. The Learning Report is key to informing the agenda for the Dream phase of the process.

DREAM

During this phase, Board and staff members will synthesize the learning and dream about the future during a collection of retreat sessions. The retreat sessions allow Board and staff members dedicated time and space to step back and think strategically, leveraging their lived experience to work through ideas together and build strategic plan elements. In addition, we'll review (and update if needed) the current vision and mission statements to reflect the unique aspirations the library has for the community and how the library will work to achieve those aspirations.

DO

Finally, the plan will start to take shape, and we'll spend time during this phase developing and revising documents and graphics that make the plan come to life. We'll work with the Leadership Team to develop an Implementation Guide to inform an activity plan, evaluation framework, and reporting timeline that will guide operationalizing of the plan and help Lincoln Library think about the plan's narrative and milestones.

The final product will be a comprehensive, data-driven, outcome-focused strategic plan with an accompanying one-page graphical version. The plan will be realistic in scope and include recommended steps to launch implementation. Committing to this process and way of operating will require clear communication and buy-in from staff and the Board. The results will unify and energize all involved!



Summary of Deliverables

Deliverable	Description	Purpose
Learning Report	- Comprehensive report of all external qualitative and quantitative data gathered during the initial phase of the planning process, including a community demographic profile with 2010 to 2020 comparisons (as available). - Provides analysis and findings that help the staff and Board build strategic plan elements.	- Key tool for informing strategic planning process. - Summary to provide community members and stakeholders as support for strategic plan elements.
Library Strategic Capacity Assessment Report	- Summarizes findings (strengths, gaps, and opportunities) from the Library Strategic Capacity Assessment. - Provides analysis and findings that help the Leadership Team prepare for strategic plan operationalization.	- Used during Leadership Team retreat to weave in operationalizing the strategic plan early in the process (vs a separate process after the plan is finalized). - Informs possible agenda topics for Board and Staff Retreat sessions.
One-Page Graphical Plan	- High-level graphical version of the strategic plan. - Quick reference for: - Vision - Mission - Strategic Directions - Goals	- For communication about strategic direction. - For use: - In library (as a flyer and poster), on website, and in publications. - In Board reports as reminder of high-level strategy. - In staff areas as reminder of high-level strategy. - With library users and the community in publications and at meetings as a reminder of high-level strategy.
Strategic Plan Document	- This is the expanded, more traditional strategic planning document for Board approval. - It provides additional context and detail about the planning process and other plan components.	- Use on your website as the “full plan” for community/stakeholders to review. - Staff should have access to this document so they can understand their role in implementation.



Deliverable	Description	Purpose
Implementation Guide: Activity Plan, Evaluation Framework, and Reporting Timeline	• The activity plan is an internal document for staff and Board to use when planning annual activities that will help meet the plan goals, timeline, and staff responsibilities for the activity. • The activity plan can also be used for internal updates and reports to streamline strategic plan management. • The activity plan changes and is updated annually by staff. • The evaluation framework breaks down which metrics will show progress for each goal. • The reporting timeline details how, when, and what will be reported to various stakeholder audiences as well as how data will be used for continuous improvement over the life of the plan.	• Staff use the activity plan to detail annual activities and accomplishments. • The activity plan can also be used to set individual performance goals. • The activity plan can be used to develop progress reporting using template. • Evaluation framework, aligned with goals, helps stakeholders understand metrics that show strategic plan success. • Reporting timeline guides development of communication to stakeholders related to the plan.



Key Personnel – Qualifications and Experience



Amanda E. Standerfer, MA, MLIS

Amanda's passion is helping libraries and nonprofit organizations advance so they can create meaningful impact in their communities. Since 2002, Amanda has served as a consultant and facilitator, working with libraries, nonprofits, and small businesses on strategic planning, fundraising, organizational development, and capacity building (operating as a sole proprietor until formalizing as Fast Forward Libraries LLC in early 2022). Recent clients include [PrairieCat](#) (library consortium in Illinois), [Indian Trails Public Library District](#) (Wheeling, IL), and [Spring Lake District Library](#) (MI).

Amanda was most recently the director of member engagement for [The Urbana Free Library \(IL\)](#). She's spent about half of her career working in philanthropy (as program officer for [The Lumpkin Family Foundation](#) based in Mattoon, IL and as program director with the [Southeastern Illinois Members Foundation](#), serving Effingham and Mattoon, IL) and the other half in libraries (as head of the Adult Division at the [Decatur Public Library \(IL\)](#) and as director of the [Helen Matthes Library](#) in Effingham, IL). She loves melding her library and philanthropy knowledge — a self-proclaimed "philanthro-brarian."

Amanda has twice been elected to the Board of the Illinois Library Association (ILA), most recently completing a three-year term in 2016. Amanda was also selected as a member of the first class of "Synergy: The Illinois Library Leadership Initiative" and one of only two librarians ever selected for participation in "Leadership Illinois."

Amanda is the co-lead for this project.



Cindy Fesemyer, MA, MLIS

Helping organizations see the big picture as they help their communities reach their aspirations is Cindy Fesemyer's passion as the principal of [Fesemyer Consulting, LLC](#). Community engagement, qualitative assessment, strategic planning, engaged leadership, director coaching, and staff and trustee trainings are her areas of expertise. She also teaches continuing education courses for the [UW-Madison iSchool](#) and sits on various committees of the [Public Library Association](#).

Previously she was employed 2.5 years at the Wisconsin State Library as the Adult and Community Services Consultant and seven years as director of the [Columbus Public Library \(WI\)](#) which was named [a finalist for Library Journal's 2017 Best Small Library in America](#). She served eight years as a Trustee for the [Madison Public Library](#).

After 14 years managing nonprofits, Cindy earned her MLIS from UW-Madison in 2012. She also earned dual master's in English literature and teaching writing from Humboldt State University.

Cindy is the co-lead for this project.





Laura Huddleston, MLIS

Laura Huddleston is an associate consultant with Fast Forward Libraries. She has a special interest in the “how” of public libraries and loves to learn about ways they can thrive to benefit patrons and communities.

For ten years, Laura led the children’s department at the [Mattoon Public Library](#). She helped design and launch MPL’s inaugural Book Buggy mobile library to reach underserved youth and piloted the First Grade, First Card program to bring library cards to local first-graders. Laura served on the [AISLE](#)

[Monarch Award Committee](#) and received a 20 Under 40 Award from the *Mattoon Journal Gazette*.

Laura recently served as program officer for community engagement and organizational learning at the [Lumpkin Family Foundation](#) where she led new efforts in trust-based philanthropy, impact evaluation, and internal learning including a facilitated EDI process for Board and staff.

Laura currently serves as a trustee of the [Mattoon Public Library](#) and as an advisor for the [Coles County Peace and Justice Fund](#). She holds a bachelor’s degree in Spanish and secondary education from Eastern Illinois University and an MLIS from Indiana University.

Laura provides research and logistical support, supports community input elements, and manages the development of the Learning Report and other plan deliverables.



Kirstin Gebhart, MA

Kirstin Gebhart is an assistant consultant with Fast Forward Libraries. She is a communications and development professional who has coordinated fundraising and communications campaigns for a variety of industries, from higher education to nonprofits and libraries.

She honed her communications skills during her time as the senior director of communications and member services at the [National Field Hockey Coaches](#)

[Association](#). Her fundraising skills were developed as an engagement communications specialist at [Penn State University](#) during their [most recent multi-year campaign](#) which generated over \$2.2 billion.

Recently, Kirstin served as the development and communications manager for [The Urbana Free Library \(IL\)](#) and she recently graduated from SUNY Brockport with her master’s degree in American History.

Kirstin provides research and project management support.



Work Plan

Phase I: LEARN

The first phase of the strategic planning process is the longest and the most important! During this phase, we'll spend time gathering data internally and externally to inform the strategic planning process.

Form the Planning Team: First, we will establish the Planning Team (five to seven staff and Board members) to work with Amanda to guide and manage the planning process. The team meets regularly throughout the process (as a group and via email) to give input about various aspects of the process and to edit and refine the process as well as plan documents. To get started, we'll hold a kick-off meeting to finalize the timeline, get some initial input, and start planning the community survey.

COMMUNITY FEEDBACK

Community Needs Assessment Focus Groups & Interviews (non-user input): To gather input from diverse voices and non-users, we will use a needs assessment approach led by Cindy. Lincoln Library will have the opportunity to strengthen its community partnerships when library staff reach out to community stakeholders and groups working with underserved populations to ask for their assistance in inviting participants and encouraging participation in the process. Interviewees will share information about themselves, their community, and the library. Focus group attendees will share their aspirations for the community in which they work, live, and play. Focus groups delve into *community* aspirations, not *library* aspirations, resulting in great ideas for out-of-the-box library programming and partnerships that truly serve diverse communities. Overall, focus groups and interviews provide vital input into the library's ability to address overarching community wants, needs, and concerns.

*Virtual focus groups and interviews are available in Spanish for an additional fee – see Timeline and Budget for details.

Community Survey (broad community feedback targeting library patrons): Concurrently with the community needs assessment, we'll gather community and stakeholder feedback via a survey. The community survey is key to gaining a broad understanding of Lincoln Library's current state, strengths, and potential future direction from community members that care about the future of the library. Amanda and Laura will develop the community survey (edited and approved by the Planning Team) to get qualitative and quantitative input on:

1. **Awareness of Library Services** – How aware are respondents of the various library services? Where do they learn about what's going on at the library? **
2. **Value and Satisfaction** – What aspects of Lincoln Library's work do respondents value the most? Are they satisfied with Lincoln Library's work? **
3. **Community Needs** – What are top community needs? How might the library address these needs?
4. **Future Focus** – What's important going forward? What are Lincoln Library's strengths? How should Lincoln Library measure success?
5. **Other relevant questions** – Operating hours? Facilities? Accessibility? Support of a future referendum? (to be determined by the Planning Team.)

*Community Survey available in Spanish for an additional fee – see Timeline and Budget for details.

**This data can be benchmarked for future evaluations.



Additional data gathering: To ensure a comprehensive view of the community we will also review library data to identify trends and opportunities and compile a community demographic profile to look for changes and opportunities for engagement.

These pieces will ensure we are making note of changes and opportunities for further discussion.

At the end of this phase, Amanda and Laura (with assistance from library staff) will gather all external learning information into a Learning Report. The Learning Report will identify library strengths and provide findings that will ground the Board and staff retreats in the next phase.

INTERNAL FEEDBACK

Library Strategic Capacity Assessment and Leadership Team Retreat: It is vital to start thinking about how to operationalize the strategic plan early in the strategic planning process versus waiting until the plan is finalized to think about implementation (a critical transition where many libraries get stuck). We weave dialogue about operationalizing the plan into the entire planning process. To do this, we need input from Board and staff members related to the library's capacity for strategic impact as related to four key areas:

1. The environment in which the library operates, considering external factors influencing the world, country, and community, using a SOAR-style analysis (strengths, opportunities, aspirations, and results),
2. The core operations of the library,
3. Strengths and opportunities for strategic impact, and
4. Organizational culture and team dynamics.

This unique online assessment (designed by Fast Forward Libraries and reviewed and refined by the Planning Team) provides an overview of library strategic readiness, concerns, gaps, and opportunities to inform future conversations during the strategic planning process. To prepare Board and staff members to complete the assessment, we will provide a brief strategic planning process orientation video that provides an overview of process elements, their roles during the process, and guidelines for how to complete the assessment.

The analysis and findings from the assessment are reviewed at a Leadership Team Retreat where we 1) start to identify potential strategic directions for further discussion in the DREAM phase, and 2) identify strengths, gaps, and opportunities for strategic plan implementation in the areas of "core, strategy, and culture" that we will revisit during the DO phase.

*The Assessment report is included in the Learning Report as an appendix for all Board and staff members to review the data in preparation for the retreat sessions.

Deliverables	Finalized planning process timeline with meeting dates. Learning Report that includes analysis and findings from information gathered and reviewed through the survey, focus groups, and interviews. Regular check-ins with library director.
Timeframe	December 2024 – April 2025



Phase II: DREAM

This phase starts with a Planning Team meeting to review the Learning Report and plan for the Board and staff retreats.

Board Retreat Session: The three-hour Board retreat will focus on reviewing learning and dreaming about the future. During the retreat, we'll get the Board up to speed on the planning process, review and discuss the Learning Report, review and update the vision, mission, affirm strategic directions, and set plan goals. During the session, the Board will also talk about changes and support to help achieve plan goals. We'll use our time to critically think about what's most important for Lincoln Library, including new services that will address priorities, services to discontinue, capacity building strategies, methods of outreach that might attract underserved populations, and funding implications.

Staff Retreat Session(s): During this phase, we'll also hold a three-hour staff retreat (or multiple, shorter retreats to maximize staff participation) to also share the Learning Report and dream about the next three years along with a broader vision for the future. Staff members will spend time brainstorming activities that will help achieve plan goals. This input is valuable to the activity plan that will guide implementation.

It's important that everyone feels engaged at the retreats and that their perspectives are expressed and respected, so the facilitation will be flexible to accommodate for multiple input methods. At the end of the sessions, participants will feel confident that Lincoln Library is on the right track for transformative change, rooted in strategies for equity, innovation, and flexibility in the delivery of library services and in the fundraising process.

The final piece of this phase is another Planning Team meeting to debrief on the retreats and discuss a draft strategic plan outline.

Deliverables:	Board and staff retreat sessions. Strategic plan outline. Regular check-ins with library director.
Timeframe:	May – June 2025



Phase III: DO

In this phase, we'll draft and revise the various plan documents. Amanda and Laura will prepare drafts of the graphical and written versions of the plan and the activity plan. The Planning Team will review and edit the drafts. In addition, we will share the drafts with key staff and stakeholders for feedback.

After Planning Team review, we'll present the draft plan documents to the Board for final comment and revisions. Amanda will make revisions and present final plan documents for approval.

Next, we will collaboratively develop an Implementation Guide that informs three key elements of operationalizing the strategic plan: the activity plan, evaluation framework, and reporting timeline. We will hold a Leadership Team retreat to review and refine draft documents that the library will use during the life of the plan. The retreat session will revisit the Library Strategic Capacity Assessment Report provided during the DREAM phase to ensure critical environmental factors, core operations, and culture are holistically considered as the library transitions from planning to implementation. The retreat discussion will also help the Leadership Team identify priorities by creating a decision-making matrix for ongoing or new initiatives related to the strategic plan, and sort possible activities into "core, strategic, or culture" areas that are all vital for overall strategic plan success.

Deliverables	All draft plan documents approximately one month after the retreat sessions with final documents presented a month after presentation of the drafts. Regular check-ins with library director.
Timeframe	July – August 2025

Exclusions or Exceptions

Fast Forward Libraries is pleased to offer Spanish translation of the community survey for an extra fee (see Timeline and Budget). Spanish interpretation of focus groups and interviews is also available for an extra fee as noted in the Timeline and Budget. Unfortunately, currently no other languages are available, but we are happy to work with your staff on any other language needs to ensure community engagement in the process (we have experience helping libraries conduct surveys in five languages besides English).

Fast Forward Libraries excludes any cost related to the printing and/or mailing of the community survey. A print-ready version of the survey will be provided upon survey launch and the library can print and distribute this version at the library and throughout the community. While a mailed survey is not recommended, the library may choose to print and mail the survey at their own expense. The library may want to consider a postcard mailing to the community to inform them about the online survey (this type of mailing is less costly and has been effective in other communities). Fast Forward Libraries would advise the library during this process, but not be responsible for any cost associated with the final product. In addition, the library is responsible for entering all printed surveys into Survey Monkey.



Timeline and Budget

Phase I: LEARN			
Goal: To finalize the planning process and receive community and stakeholder feedback that will inform the strategic planning process.			
What	Who	When	Cost
Planning Team Kick-Off Meeting Review process and timeline, discuss information gathering needs, and community survey design.	FFL Team, Planning Team	December 2024 - 2 hours preparation - 1.5-hour meeting (via Zoom) - 1 hour follow-up	\$400
Community Feedback			
Community Survey Development and Administration Develop survey instrument and refine with Planning Team. Administer and monitor survey with Planning Team assistance with link distribution. <i>*Print version of the survey available for distribution.</i> <i>**Library staff enter print survey responses.</i> <i>***Mailed survey not recommended. Mailing cost not included.</i> <i>****Spanish language survey and analysis available for \$2,000.</i>	Amanda and Laura with assistance from Planning Team	January 2025 - 20 hours survey development/translation - 10 hours survey administration/monitoring - Email/phone meeting(s) as needed	\$3,000
Community Focus Groups and Interviews Facilitation of focus groups and interviews to learn more about community concerns from stakeholders (like government and school leaders) and groups not already connected with the library. Library Leadership members will invite focus group/interview participants. <i>*Spanish interpretation for virtual focus groups (up to two) and interviews (up to four) available for \$2,000 (prorated based on actual number of focus groups and interviews).</i>	Cindy with assistance from a subgroup from the Planning Team	February – March 2025 - 2-hours meeting with Planning Team (via Zoom) - 4 hours focus group registration and preparation - Up to 6 focus groups, one-hour each (in-person and via Zoom) - Up to 20 interviews, up to 30 minutes each (via Zoom or phone) - 8 hours notes, reporting - 2 days on-site	\$7,000
Demographic and Library Data Analysis We will gather data to inform the strategic planning process that includes a community demographic profile with 2010 and 2020 (or most current) comparisons and library data analysis.	Laura	March 2025 - 6 hours	\$600



What	Who	When	Cost
Learning Report Develop report that analyzes and synthesizes all external information gathered (including library and community data supplied by library staff).	Amanda, Laura, and Kirstin with editing assistance from Planning Team	April 2025 - 30 hours	\$3,000
Internal Feedback			
Library Strategic Capacity Assessment Refine survey instrument with Planning Team for Trustees and Staff to complete. Create report to identify strengths, gaps, and opportunities.	Kirstin with assistance from Planning Team	February 2025 - 4 hours preparation (assessment and orientation video) - 2 hours survey administration/monitoring - 4 hours report preparation	\$1,000
Leadership Team Retreat Review Library Strategic Capacity Report. Identify possible strategic directions for further discussion. Begin initial strategic plan operationalization discussion.	Amanda with Leadership Team	March 2025 - 2 hours preparation - 90-minute meeting with Leadership Team (via Zoom) - 2 hours follow-up	\$600
Phase I Total (inclusive of supplies and travel)			\$15,600



Phase II: DREAM

Goal: To report learning to the Board and staff and build plan elements at retreat sessions.

What	Who	When/Duration	Cost
Planning Meeting Review Learning Report and prepare for Board and staff retreats.	Amanda and Planning Team	May 2025 - 1 hour preparation - 1-hour meeting (via Zoom) - 1 hour follow-up	\$300
Board Retreat Session Three-hour, in-person session with Board to review learning and develop strategic plan elements.	Amanda	May or June 2025 - 4 hours preparation - 3-hour meeting with Board - 2 hours follow-up - 1 day on-site	\$3,500
Staff Retreat Session Three-hour, in-person session (if gathering all staff in one meeting is not possible, we can hold multiple, shorter sessions to maximize participation) with staff to review learning and brainstorm activities to achieve plan goals. <i>*To keep travel costs low, the Board and staff retreat sessions will be held on consecutive days.</i>	Amanda	May or June 2025 - 4 hours preparation - 3-hour meeting with staff - 2 hours follow-up - 1 day on-site	\$3,500
Planning Team Debrief Meeting Check-in with Planning Team to review strategic plan outline document. Deliverable: Strategic plan outline.	Amanda and Planning Team	June 2025 - 3 hours preparation - 90-minute meeting (via Zoom) - 1 hour follow-up	\$600
Phase II Total (inclusive of supplies and travel)			\$7,900



Phase III: DO

Goal: To develop and refine all plan documents, develop activity plan aligned with evaluation framework, and prepare for plan approval.

What	Who	When/Duration	Cost
Document Development Develop graphical and written plan for review by Board. Deliverable: Draft plan documents for review.	Amanda and Laura	July 2025 - 30 hours	\$3,000
Board Meeting Meeting with Board to review all plan documents and make final revisions. Deliverable: Plan presented to the Board.	Amanda with Board	July or August 2025 - 2 hours preparation - 1-hour meeting with Board (via Zoom) - 2 hours follow-up	\$500
Implementation Guide Develop draft documents for review by Leadership Team to launch plan implementation. Deliverable: Draft Implementation Guide with draft activity plan, evaluation framework, and reporting timeline.	Amanda and Laura	August 2025 - 8 hours document development	\$800
Leadership Team Retreat Review and refine Implementation Guide to assist in operationalizing plan.	Amanda with Leadership Team	August 2025 - 2 hours preparation - 2-hour meeting with Leadership Team (via Zoom) - 2 hours follow-up	\$600
Phase III Total (inclusive of supplies and travel)			\$4,900
Project TOTAL (inclusive of supplies and travel)			\$28,400



References

Mr. Brian Shepard

Executive Director

Indian Trails Public Library District (IL)

847-279-2202

bshepard@indiantrailslibrary.org

Facilitated comprehensive strategic planning process for public library serving 67,000 residents.

Ms. Carolyn Coulter

LLSAP Services Manager / Director

PrairieCat (IL)

309-623-4176

carolyn.coulter@railslibraries.info

Provided strategic planning facilitation for multi-type library automation consortium.

Ms. Donna Richards

Board President

Pollard Memorial Library

Lowell, MA

978-502-7373

Donna.S.Richards@gmail.com

Provided facilitation for strategic planning process for public library serving 111,306 residents.

Mr. Joel Horwedel

Executive Director

Lincoln Memorial Garden

217-529-1111

joel@linconmemorialgarden.org

Provided strategic planning facilitation for regional nature center that included community engagement and a Board retreat.

We are happy to provide contact information for any organization that appears on our Client List – just ask!



Client List

Fast Forward Libraries

Library Strategic Planning

- | | |
|---|--|
| <ul style="list-style-type: none"> • Allegan District Library (MI) • Athens Regional Library System (GA) • Bellwood Public Library (IL) • Bensenville Community Public Library (IL) • Black River Falls Public Library (WI) • Bloomfield Township Library (MI) • Carlock Public Library District (IL) • Cary Area Public Library District (IL) • Chillicothe Public Library District (IL) • Cheltenham Township Library System (PA) • Crystal Lake Public Library (IL) • Des Plaines Public Library (IL) (department-level) • Duluth Public Library (MN) – Every Child Ready Duluth Initiative • Dunlap Public Library District (IL) • Elk Grove Village Public Library (IL) • El Paso District Library (IL) • Farmington Community Library (MI) • Fondulac District Library (IL) • Fossil Ridge Public Library District (IL) • Fountaindale Public Library District (Bolingbrook, IL) • Franklin Public Library (MI) • Helen Plum Library (Lombard, IL) • Highland Park Public Library (IL) • Hollis Social Library (NH) • Holly Township Public Library (MI) | <ul style="list-style-type: none"> • Indian Prairie District Public Library (Metamora, IL) • Indian Trails Public Library District (Wheeling, IL) • Kewanee Public Library (IL) • La Grange Public Library (IL) • Lake Villa District Library (IL) • Lapeer District Library (MI) • Nashua Public Library (NH) • Palatine Public Library District (IL) • Orien Township Public Library (MI) • Oswego Public Library (NY) • Otsego District Public Library (MI) • Paw Paw District Library (MI) • Peter White Public Library (MI) • Plainfield Public Library District (IL) • Pollard Memorial Library (Lowell, MA) • Portage District Library (MI) • Resource Sharing Alliance NFP (central IL) • Richland Community Library (MI) • River Forest Public Library (IL) • River Valley Public Library District (IL) • Round Lake Area Public Library District (IL) • Schaumburg Township District Library (IL) • Spring Lake District Library (MI) • Three Rivers Public Library District (Minooka, IL) • Tippecanoe County Public Library (Lafayette, IN) • The Urbana Free Library (IL) |
|---|--|
-

LSTA 5-year Evaluation Projects

- Idaho Commission for Libraries (2021)
-

Library Organizational Capacity Building

- | | |
|--|--|
| <ul style="list-style-type: none"> • Addison Public Library (IL) (culture code) • Broadview Public Library District (IL) (community survey) • Elmhurst College (IL) (Staff retreat) • Grayslake Area Public Library District (IL) (unified service desk reorganization) • Grayslake Area Public Library District Foundation (IL) (capacity building) • Helen Plum Library (Lombard, IL) (culture code) | <ul style="list-style-type: none"> • Indian Prairie Public Library (IL) (Board and Staff retreat facilitation) • Indian Trails Public Library District Foundation (Wheeling, IL) (fundraising planning) • Lillie M. Evans Public Library District (Princeville, IL, focus groups) • Mahomet Public Library (IL) (fundraising planning) • Palatine Public Library District (IL) (culture code) |
|--|--|
-



Library Training, Workshop, Webinar, or Coaching

- | | |
|---|--|
| • Alaska State Library DirLead (director's retreat) | • Illinois Library Association (Trustee Day programs) |
| • Bloomington Public Library (IL) (fundraising capacity building) | • InfoPeople (webinar) |
| • Fast Forward Library Leadership Cohort (leadership development program – two sessions annually) | • LACONI consortium in northern IL (strategic planning workshop) |
| • Herrick District Library (MI) (facilitation) | • Next Level Library Leadership Institute (FL) (coaching) |
| | • Reaching Across Illinois Library System (webinar) |
-

Nonprofits (strategic planning facilitation unless otherwise noted)

- | | |
|--|--|
| • Champaign County Design and Conservation Foundation (IL) | • Illinois Environmental Council / Education Fund |
| • Coles County Habitat for Humanity (Charleston, IL, Board retreat) | • Illinois Stewardship Alliance (Springfield, IL) |
| • Coles County United Way (Mattoon, IL, Board reorganization and strategic planning) | • The James Project (Springfield, IL) |
| • Effingham County Museum (IL) | • Kidzeum (Springfield, IL) |
| • Family Service of Lake County (IL) | • Lincoln Memorial Garden (Springfield, IL) |
| • Fit-2-Serve (Mattoon, IL) | • Mid Illinois Big Brothers Big Sisters (Effingham, IL division) |
| | • Sugar Grove Nature Center (IL) |
| | • Sullivan Chamber and Economic Development (IL, Board retreat and strategic planning) |
-



ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: _____

OFFICE REQUESTING: Lincoln Library CONTACT PERSON: Jeff Blazis
PHONE NUMBER: _____

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

TYPE OF ORDINANCE: Professional Services Contract FISCAL IMPACT: \$28,400.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH FAST FORWARD LIBRARIES LLC FOR THE DEVELOPMENT OF A THREE- TO FIVE- YEAR STRATEGIC PLAN FOR LINCOLN LIBRARY IN AN AMOUNT NOT EXCEED \$28,400

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

Strategic Planning Proposal

CONTRACTOR / VENDOR NAME: Amanda E. Standerfer dba Fast Forward Libraries LLC VENDOR NO: VC*8728

CONTRACT TERM: To completion Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$28,400.00 Change Order # _____ Additional Amount _____
(Original amount if change order)

Method of Purchase (check one)

- ☐ Low Bid ☐ Other / Exception:
☐ Low Bid Meeting Specs ☐ Sole Source / OEM
☐ Low Evaluated Bid ☒ Prof Service ☐ Joint Purchase

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒

Is Purchasing Agent approval attached? No ☐ Yes ☒

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
	003	116	LIBR	LIBR	1218	\$28,400.00

FUNDS CHECK BY: _____ Date: 04-15-2025
DIRECTOR / SUPERVISOR SIGNATURE _____ Date: 04/07/2025
CITY PURCHASING AGENT: _____ Date: 4/14/2025

COMMENTS

To assist Lincoln Library with the development of a three- to five- year strategic plan.

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

AN ORDINANCE ACCEPTING PROPOSAL RFP CR 25-23 FOR GENERAL LABOR RENOVATIONS AND HOME REPAIR LOCATED AT 1933 E. CEDAR WITH MONTE CONSTRUCTION FOR AN AMOUNT NOT TO EXCEED \$74,497.50 AS PART OF THE CITY OF SPRINGFIELD'S MY FIRST HOME INITIATIVE FOR THE OFFICE OF COMMUNITY RELATIONS

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 would like to award general labor work to remodel and repair a city-owned property located at 1933 E. Cedar Street with Monte's Construction as part of the City of Springfield's My First Home Initiative; and

WHEREAS, MFHI is a program to rehab a house on Springfield's east side. The program provides opportunities for home ownership; and

WHEREAS, it is in the best interests of the City to accept the bid and enter into an Agreement for general labor renovations and home repair with Monte's Construction for the property located at 1933 E. Cedar Street; and

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

WHEREAS, a copy of RFP CR 25-23 shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes acceptance of RFP CR 25-23 with Monte's Construction to provide general labor renovations and home repair for an amount not to exceed \$74,497.50 as part of the City of Springfield's My First Home Initiative. The Mayor and City Clerk are authorized to execute the agreement and any other documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Monte's Construction an amount not to exceed \$74,497.50 from account number 001-101-RELN-MFHI-1232.

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

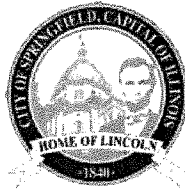
ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 5-1-25

Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Ethan Posey
Office of Community Relations

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: April 21, 2025

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# CR25-23 General Labor Renovations and Home Repair and recommended award to Jermaine Ward dba Monte's Construction for the Springfield Fire Department.

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

ORDINANCE FACT SHEET

DATE OF 1st READING: 05/06/2025

OFFICE REQUESTING: Office of Community Relations

CONTACT PERSON: Ethan Posey

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

PHONE NUMBER: 217-789-2270

FISCAL IMPACT: \$74,497.50

SUGGESTED TITLE: An ordinance accepting proposal RFP CR25-23 for General Labor Renovations and Home Repair at 1933 East Cedar with Monte Construction for an amount not to exceed \$74,497.50 as part of the City of Springfield's My First Home Initiative for the Office of Community Relations

CONTRACTOR / VENDOR NAME: Jermaine Ward dba Monte's Construction

VENDOR NO: TBA

CONTRACT TERM: FY2026

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$74,497.50

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid

☒ Other: Request for Proposal

☐ Low Bid Meeting Specs

☐ Exception:

☐ Low Evaluated Bid

Code Provision:

Previous Ord #'s

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	001	101	RELN	MFHI	1232
2					\$74497.50
3					
4					

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

Ordinance 413-10-24

STAFF ANALYSIS

This ordinance awards general labor work to remodel and repair a city-owned property at 1933 East Cedar to Jermaine Ward dba Monte's Construction as part of the City of Springfield's My First Home Initiative.

Contractor shall be responsible materials and labor for interior and exterior remodeling and repair of the home to bring it up to code and inhabitable. All work will be completed at Prevailing Wage requirements.

My First Home Initiative is a program to rehab a house on Springfield's East Side which the City already owns and sell it to a first-time City-resident home buyer at a reduced rate of what the City has invested in the property.

MFHI would address a number of issues that have traditionally effected Springfield's East Side.

- The program provides opportunities for home ownership instead of continuing to add low income/Section 8 rental properties in the neighborhoods.

- This ownership in turn builds a sense of pride in the neighborhood that the City hopes produces additional positive effects, such as
 - o lowering violent crime rates,
 - o mitigating health disparities,
 - o raising property values, and
 - o instilling hope, as additional projects progress in the coming years.

FUNDS CHECK BY:

C. Heitzel

Date: 04/21/2025

DIRECTOR / SUPERVISOR

[Signature]

Date: 04/21/25

CITY PURCHASING AGENT:

J. Michael Lesko

Date: 04/21/2025

SIGN OFF:

[Signature]

(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2025-213